



ADMINISTRATOR'S REPORT

Kevin Bronson

Office of the City Administrator
Westminster, South Carolina

September 25, 2026

GENERAL INFORMATION

Westminster GoGov App

The Westminster GoGov app will be utilized as an additional communication tool with City residents and City utility customers (and anyone in the world that chooses to install the app on their smart phone).

The app went live today and anyone with a smart phone can now download it.

IOS link: <https://apps.apple.com/us/app/city-of-westminster-sc/id6806054298>

Android link:

https://play.google.com/store/apps/details?id=com.govoutreach.westminstercitysc&hl=en_US

Additional information is available on the attached sheet.

Corridor Study – Traffic Counts on Highway 123

The Appalachian Council of Governments, in partnership with Freese and Nichols, is conducting a corridor study along US-123 in Oconee County. This study will extend from the SC-93 intersection near Clemson to the US-123/US-76 split on the west side of Westminster. Staff from Quality Counts will collect the data on Tuesday, September 29, and Wednesday, September 30th.

Downtown Streetscape Update

As reported last week, the streetscape project is nearly complete with expectations for Main Street and Retreat Steet to be open by the Bigfoot Festival.

The streetscape project is paid for with a combination of Community Development Block Grant, Appalachian Regional Commission Grant and Oconee County C-Funds.

Oconee County Press Release

Low Water Levels Affect Access at Several Lake Hartwell Boat Ramps managed by Oconee County Oconee Parks, Recreation & Tourism is encouraging boaters to check current lake levels and boat ramp conditions before launching. Lower lake levels can significantly reduce the usable portion of a boat ramp and may create conditions that can damage boats, trailers and other personal property. Boaters should use caution and should not attempt to launch a watercraft from a ramp when water levels are too low for safe access. *See attached.*

The William Bartram Statue Project

The Westminster William Bartram Statue Project website is available at

<https://www.williambartramsc.com>

This website will be used to inform the public about the project and seek donations to make it a reality. Once the project is complete the website will then be used to promote places and activities in Oconee County that inform, educate and entertain those interested about Bartram's legacy and the natural environment.

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

- The Westminster Recreation Department will once again attempt to serve free lunches to kids 18 years old or younger during the week of Fall Break. We are accepting donations now. Fall Break is October 5-12. Contact us by phone at 864 647 3208 or via Westminster Recreation Department Facebook Messenger to ask us how you can donate. We are planning to feed up to 50 kids per day if funds allow.
- Subway of Westminster continue their amazing offer. Any rec/travel ball player for any sport that wears their jersey will get a free cookie. They have several other specials as well. We encourage all our athletes, whether playing at home or away, to swing by Subway and take advantage of this opportunity.
- Basketball registration will be held in October. Details will be available in the coming weeks.
- Sponsors are needed for the upcoming basketball season. Contact us at 864 647 3208 or message us on Westminster Recreation Department Facebook messenger for more information.
- Picture Day for fall sports will be held this coming Tuesday September 29. We thank Westminster First Baptist Church for allowing us to use their gym for pictures once again this season.

Lucky Street, James Street, and Highland Avenue Water Improvements

Notice to Proceed was issued March 25, 2026. Construction schedule details 90 days to Substantial Completion, 105 days to Final Completion. Lucky St Water Main is 100% complete. Mimosa St Extension Water Main install is completed as well. Highland Ave 6" main installation has been completed & tied into Norris. Installation of 6" main for James St to Main St is complete. Pressure test has passed and Notice to Operate was issued by SCDES. Service lines are being installed.

Electric Undergrounding Project

UPA has completed all boring. Pads have been set. 100% of the wire has been pulled. 90% of terminations have been made. Switchgear has been delivered; preparation for final testing is in progress. The fiber contractor is on-site to complete the line installation to the substation. Completion was projected for the end of August but may now push into the end of September. *(No change since last report.)*

SCADA Upgrade Project

The Notice to Proceed was issued March 26, 2026. The project schedule details 150 Days to Substantial Completion, 180 Days to final completion. The radio survey has been completed with excellent results. The design is in development, and graphics will be sent for approval soon. Radios & antennas have been delivered. Additional mounting hardware is still arriving. Onsite work is currently in progress with new radio antennas being mounted at each location. Project is nearing final stage. *(No changes since last report.)*

Unity Tank Upgrade

The Unity Tank project is being funded through the South Carolina Rural Infrastructure Authority (SC RIA) and the City's 2025 Combined Utility System Bond. The DES construction permit is approved, and the project has been approved by RIA to start the procurement process. Four contactors attended the pre-bid meeting held on September 9, 2026 and six sealed bids were received on September 16, 2026. City staff and the City Engineer are reviewing the bids for compliance and expect to make a recommendation for bid award at the October 13, 2026 City Council Meeting.

Board of Zoning Appeals

Nothing to report.

Westminster Planning Commission

Nothing to report.

OJRSA

The Operations & Planning Committee met September 17, 2026; the draft meeting minutes are attached. The Ad Hoc Reconstitution Committee met September 10, 2026; the draft meeting minutes are attached. Past and future meetings are available on OJRSA's YouTube channel

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

PMPA

The PMPA Board met September 24, 2026; the agenda is attached. (www.pmpa.com)

PLEASE MARK YOUR CALEND

October 5, 2026 at 4:00 pm OJRSA Board Meeting at OJRSA

October 8, 2026 at 9:00 am OJRSA Reconstitution Committee and Executive Committee at OJRSA

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

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

October 27, 2026 at 9:00 am OJRSA Finance & Administration Committee at OJRSA

~~October 2026 at 10:00 am PMPA Board Meeting at PMPA~~ (*No October Board Meeting*)

Special Events Calendar

Golden Corner Native Plant Festival – October 3, 2026 10 am-3 pm at the FARM Center

Native Plant nurseries, local vendors, speakers, kids activities and food trucks will be on site for all to enjoy.

South Carolina Bigfoot Festival – October 9-10, 2026 Downtown Westminster

For more information: <https://www.scbigfootfestival.com/schedule>

Music on Main by the Westminster Music Centre – October 17, 2026 Main Street Westminster

Cruise-in starts at 3:00 pm with the concert starting at 5:00 pm.

Artists are Reedy River String Band and the Matt Phillips & Whats Good.

More information is available here: <https://www.westminstermusiccentre.org/>

Boo on Main - October 30, 2026 6:00-8:00 pm– Main Street Westminster (*New Date*)

See attached flyer.

Veterans Day Parade – November 11, 2026 Downtown Westminster
Time TBD.

Arbor Day Celebration – mid-day December 4, 2025
Details to come...

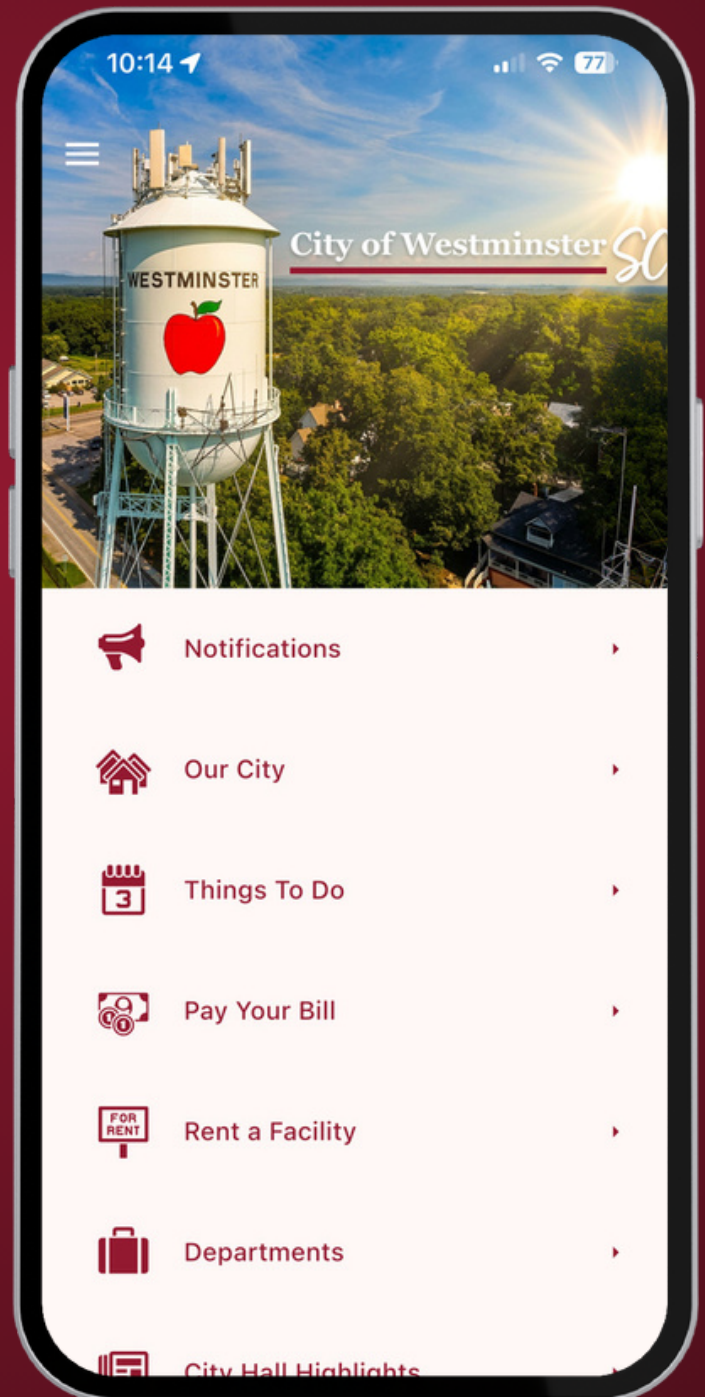
Christmas Parade – December 4, 2026 Downtown Westminster
Time TBD.

Download *City of* *Westminster SC*

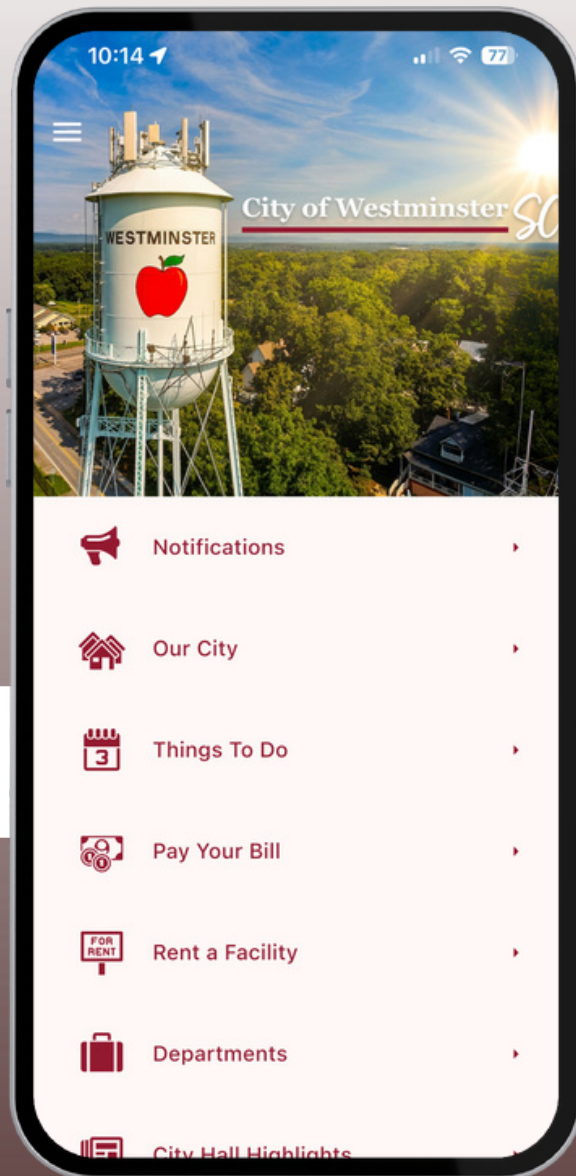
Easily view key information, receive notifications, stay informed with community updates, and access quick links when you need them.



Download the **City of Westminster SC** app from the IOS App Store or Android Play Store and **enable Notifications**.



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BOO **ON MAIN**

**OPEN YOUR DOORS
TO THE KIDS!**

SAVE THE DATE:

★ **FRIDAY, OCTOBER 30** ★

6PM - 8PM

★ **MAIN STREET WESTMINSTER**

**PARTICIPATING BUSINESSES
SHOULD HAVE CANDY AVAILABLE
FOR TRICK-OR-TREATERS.**

For more information contact:

ilewis@westminstersc.org

864-873-1830





OCONEE COUNTY, SOUTH CAROLINA PRESS RELEASE

For Immediate Release

Wednesday, September 23, 2026

Low Water Levels Affect Access at Several Lake Hartwell Boat Ramps managed by Oconee County

Oconee County, S.C. Low water levels on Lake Hartwell are affecting access at several public boat ramps managed by Oconee County. Oconee Parks, Recreation & Tourism is encouraging boaters to check current lake levels and boat ramp conditions before launching.

Lower lake levels can significantly reduce the usable portion of a boat ramp and may create conditions that can damage boats, trailers and other personal property. Boaters should use caution and should not attempt to launch a watercraft from a ramp when water levels are too low for safe access.

The U.S. Army Corps of Engineers (USACE) Savannah District maintains current information regarding **Lake Hartwell water levels, boat ramp openings and closures, and boat ramp elevations**. Boaters are encouraged to review that information before heading to the lake.

Hartwell Lake Boating Information:

[U.S. Army Corps of Engineers – Hartwell Lake Boating](#)

Oconee County Managed Boat Ramp Elevations

The following table provides the approximate elevation of the bottom of the boat ramp and an estimated lake elevation at which the ramp may become unusable for launching. **These elevations are provided as a general guide and should not be considered a guarantee of ramp usability.** Actual conditions may vary depending on ramp configuration, water conditions, sedimentation, trailer and boat configuration, and other site-specific factors. Boaters should always check current ramp status and actual conditions before launching.

<u>Boat Ramp</u>	<u>Bottom of Ramp Elevation</u>	<u>Approx. Lake Elevation When Unusable</u>
Barton's Mill	650.0 ft.	653.0 ft.
Choestoea	641.0 ft.	644.0 ft.
FairPlay	644.0 ft.	647.0 ft.
Friendship	648.0 ft.	651.0 ft.

Holders Access	655.0 ft.	658.0 ft.
Lakeshore Access	655.0 ft.	658.0 ft.
Lawrence Bridge	648.0 ft.	651.0 ft.
Mullins Ford	635.0 ft.	638.0 ft.
Port Bass	650.0 ft.	653.0 ft.
Seneca Creek	647.0 ft.	650.0 ft.
South Union	652.5 ft.	655.5 ft.
Timberlake	651.0 ft.	654.0 ft.

Elevations are referenced to feet mean sea level (ft. MSL).

Check Before You Launch

Oconee County encourages all boaters to take a few minutes to check conditions before leaving home:

- **Check the current Lake Hartwell elevation.**
- **Check the USACE boat ramp opening/closure status.**
- **Know the elevation of the ramp you intend to use.**
- **Consider the elevation of the lake at the time you plan to launch.**
- **Do not attempt to launch if conditions appear unsafe or the ramp does not provide adequate water depth.**
- **Be aware that low water levels can expose underwater obstructions and other navigation hazards.**
- **Use particular caution when operating a boat near shorelines and boat ramps.**

The U.S. Army Corps of Engineers maintains a current list of Hartwell Lake boat ramp openings and closures and provides additional boating information for the lake.

Oconee County Parks, Recreation & Tourism appreciates the public's cooperation and encourages everyone to use caution while enjoying Lake Hartwell during periods of low water.

MEDIA CONTACT:

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Oconee County, South Carolina
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pshirley@oconeesc.com
www.oconeesc.com



OCONEE JOINT REGIONAL SEWER AUTHORITY

Operations & Planning Committee

September 17, 2026

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

Commissioners that were present:

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

Commissioners that were not present:

- Seat 6 (Walhalla): Zane Thompson

OJRSA appointments and staff present were:

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

Others present were:

- None

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

B) Public Session – None.

C) Presentation and Discussion Items:

1. Update on Current Projects (Exhibit A) – Mr. Eleazer stated he would update four (4) projects:

First Page, Line 8: Pump Station Installation Project – The bid opening was Tuesday. The OJRSA received four (4) bids, and they were all over budget. OJRSA personnel are trying to figure out what to do and contacted the attorney, Alexis Lindsay, to ask about awarding a portion of the project, based on the bids received, in accordance with the procurement code.

Mr. Eleazer spoke to the Bureau of Labor Statistics a few months ago to find out about construction costs to quantify how it has changed. He was referred to a federal department who provided a document which was distributed to the committee (*made a part of these minutes*). Mr. Eleazer stated that the cost estimates from the contractor, as well as a contingency factor, were included in the budget when it was developed, but the bids were still over by \$100,000 or more. Mr. Lindsay stated that the tariffs probably added to this.

Mr. Eleazer said Mr. Lindsay spoke to another contractor to see what could be done and is speaking to a pump representative tomorrow to see if the pumps can be rebuilt and added that there is some concern that the bid for the treatment plant (which is due tomorrow) will go okay.

First Page, Line 9: CMOM Year 5 CCTV – The OJRSA board awarded this project at the September meeting and expects it to start in October. Mr. Moulder asked when the anticipated completion time is. Mr. Eleazer replied the OJRSA gave them until March 31, 2027; however, it should be done around the end of December (probably 6-8 weeks for the field portion of it).

First Page, Line 17: Digester/Sludge Holding Tank Odor Control Equipment Installation – The material was delivered last week. Mr. Lindsay stated that Harper Construction had a lift here that they allowed OJRSA personnel to use to lift the 8” pipe onto the catwalk. OJRSA staff have been working on measuring, cutting, and assembling it, and anticipates it will be ready by Friday. Mr. Lindsay said he will contact the representative to come out to look at it and move forward on the project. It is hoped that the contractor can start by the end of next week.

Mr. Moulder asked if there were other projects to do this year that are lower priority which funds can be pulled from. Mr. Lindsay said the main two (2) projects planned for this year are the odor control and the plant work, so there are no other projects to pull from.

SCIIP-Funded Project – The Dewatering Project has achieved substantial completion status, and OJRSA staff did a final walk-through yesterday with the engineer and contractor. There are a few items on the punch list to clean up. The final pay applications, including the release of retainage, have been submitted to the engineer for review, and once approved, they will be forwarded to Ms. Monica Ramm, the grant administrator at the Appalachian Council of Governments. Ms. Ramm will review, submit documents to the OJRSA to sign, and then forward the completed documents to the Rural Infrastructure Authority (RIA) to release the funds. The OJRSA met the deadline of the end of September.

- 2. Consider Acceptance of Additional Flow at Davis Creek Road Pump Stations to Serve Core Transformers Project** – Mr. Wilson was introduced to the committee. Mr. Eleazer explained how Mr. Wilson has taken the plan reviews over and is doing a great job.

The Director stated that in 2012-2013, several old facilities (large wastewater users) went out of business, including Jacobs Chuck and Seneca Mills. These facilities never had a dedicated permit for contributory loading for the plant and were just a part of the 2,000,000 gallons. Jacobs Chuck had about 90,000 gallons per day at that time. When they shut down, the OJRSA recaptured that flow to free up allocation in the plant.

Mr. Eleazer stated that when he came to the OJRSA, the OJRSA was in the midst of design for replacing pump stations on Davis Creek Road due to their being beyond useful life as well as future development at Harwell Village. The OJRSA began design with Goodwyn, Mills, & Cawood (GMC), and GMC factored growth into a 20-year flow estimate. The OJRSA received the permits to operate in the middle of 2019 for the two (2) Davis Creek Road Pump Stations, and a few months later, the OJRSA was out of capacity due to Harwell Village taking more flow from changes in plan. The allocation from Jacobs Chuck was used for the growth at Epoch and student housing. GMC sent a letter in October 2019 stating that the stations at that time were above the design capacity which triggers an assessment for possible improvement, and it was not recommended that any further allocation be allowed until work is completed as stated in a September 2019 memorandum.

GMC provided a document with some options, including upsizing force mains (6-8” to 10”) to get additional flow. OJRSA staff decided at that time that if there were additional flow requests for that area, it would go before the board to decide, as it is above best operating practices for those pump stations. General rule is 8-hour per day dry weather flow maximum and 10-12-hour per day wet weather maximum but the OJRSA’s policies are even more liberal with a 10 hour/14 hour maximum standard. Currently the station is operating at a 12-hour dry and 17-hour operation schedule.

In 2022, Core Transformers came before the board to request an additional 450 gallons per day, and the board approved the request. Now they are doing a renovation project and will be adding twenty (20) additional employees, which would be approximately 380 additional gallons per day. Mr. Eleazer stated he is okay with approving this request, but added the word needs to go out that the OJRSA can’t do anything more in that area. Both pumps are running together from time to time, and this is contributing to tremendous wear and tear on the equipment.

Mr. Eleazer recommended acceptance on this project request but putting a cap on anything else.

Mr. Dial made a motion, seconded by Mr. McLane, to recommend to the full board to accept the additional 380 gallons per day for Core Transformers. The motion carried.

Mr. Dial made a motion, seconded by Mr. McLane, to ask the full board whether to set a cap on the Davis Creek basin and if letters of notification to anyone involved in development (such as Oconee Economic Alliance, Oconee Co. Planning Department, etc.) in that area should be sent out. The motion carried.

3. Receive and Discuss BLE Odor Investigation Report in Response to Complaints Received from Cross Creek Plantation (Exhibit B) – Due to the odor complaints being received from Cross Creek, the OJRSA reached out to an environmental engineering firm to help with odors. Anderson Regional Landfill suggested two (2) engineering firms, and BLE came out and met with the OJRSA and gathered information. They suggested getting a weather station, and the OJRSA put the station near the major point of contact in Cross Creek. They also stated that this is a wastewater plant, and there will be some odors related.

BLE also stated that an old treatment lagoon at Cross Creek was buried when the sewer lines were installed, but they dug the lagoon out to create an irrigation pond which may be a source for the odor.

The OJRSA is going into the season where complaints may begin again; however, the new misting system should be in operation by then and will hopefully help. This was presented as information only.

Mr. Moulder suggested this report be shared with Mr. Al Shadwick and the Cross Creek board members as they are mentioned as possible contributors. He also requested that the report be submitted to the full board.

D) Action Items to Recommend to the Board for Consideration – None.

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

- 1. Environmental and Regulatory Compliance Matters** – Nothing to update.
- 2. Miscellaneous (If Any)** – Nothing to update.

F) Committee Members' Discussion – None.

G) Adjourn – The meeting adjourned at 9:19 a.m.

Upcoming Meetings:

- 1. Finance & Administrative Committee** – Tuesday, September 22, 2026 at 9:00 a.m.
- 2. Board of Commissioners** – Monday, October 5, 2026 at 4:00 p.m.
- 3. Ad-Hoc Reconstitution Committee** – Thursday, October 8, 2026 at 9:00 a.m.
- 4. Operations & Planning Committee** – Thursday, October 15, 2026 at 8:30 a.m.

Notification of the meeting was distributed on September 15, 2026 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, SCDES, www.ojrsa.org, and posted at the OJRSA Administration Building.



Operations & Planning Committee Meeting

OJRSA Operations & Administration Building

Lamar Bailes Board Room

September 17, 2026 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** – Members of the public intending to speak must register with their name and address prior to participating. This session is for comments related to topics on this agenda and is limited to a maximum of 30 minutes total, with each speaker allotted no more than 5 minutes.
- 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. Consider acceptance of additional flow at Davis Creek Road pump stations to serve Core Transformers project – Chris Eleazer, Director
 - 3. Receive and discuss BLE Odor Investigation Report in response to complaints received from Cross Creek Plantation (Exhibit B) – Chris Eleazer, Director and Kyle Lindsay, Operations Director
- D. Action Items to Recommend to the Board for Consideration**
 - None
- E. Executive Director's Discussion and Compliance Matters** – Chris Eleazer, Director
 - 1. Environmental and regulatory compliance matters
 - 2. Miscellaneous *(if any)*
- F. Committee Members' Discussion** – Led by Scott Moulder, Committee Chair
Discussion can be related to matters addressed in this meeting or for future consideration by the Board or Committee. Voting is not permitted during this session.
- G. Adjourn**

Upcoming Meetings

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

- Finance & Administration Committee – September 22, 2026 at 9:00 AM
- Board of Commissioners – October 5, 2026 at 4:00 PM
- Reconstitution Committee and Executive Committee – October 8, 2026 at 9:00 AM
- Operations & Planning Committee – October 15, 2026 at 8:30 AM

Row #	FY 2027 O&M Project (Proj Mgr) CANNOT CARRY OVER TO NEXT FISCAL YEAR WITHOUT BUDGET APPROVAL	Approx % Complete	Anticipated Completion	PO/Contract Amount (\$)	O&M PROJECT MILESTONES					Budget Remaining (\$)	GL Code (XXXXX = get from Office Mgr)
					Bids/Rfq/etc. Issue/Advertised	Req/Contract Signed	Started Work	Completed	Obligated/ Spent (\$)		
1	Consent Order 21-025-W Project: Biannual Compliance Report (CE)	0%	Due each 5/11 and 11/10	N/A or TBD	Internal Project	Internal Project	N/A		0	0	N/A
2	Agency Reconstitution (Sewer Feasibility Implementation) (Board, Others)	N/A	TBD	N/A or TBD	N/A	N/A	7/15/2025		0	0	N/A
3	Completion of Development Guide (AM)	20%	6/30/2027	N/A or TBD	Internal Project	Internal Project	9/10/2024		0	0	N/A
4	Development Policy Revision (CE)	91%	10/6/2025	N/A or TBD	Internal Project	Internal Project	9/24/2024		0	0	N/A
5	NPDES Aluminum and Mercury Sampling Plan Development and Implementation (JM, KL)	95%	7/31/2026 Waiting on SCDES	27,855	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	20,500	7,355	WRF: Prof Svcs 701-02430
6	Project #2026-08 Final Clarifier #3 Rehabilitation/ Repair (KL, JM)	10%	6/30/2026 1/8/2027	630,920	Equip: 11/7/2025 Install: 2/6/2026	Equip: 12/1/2025 Install: 4/10/2026	8/25/2026		374,017	256,903	WRF: R&M 701-03000
7	Project #2026-01 & #2027-01 CMMS/Permitting & Financial Software System Upgrade (CE)	12%	6/30/2026	111,500	CMMS: 7/3/2025 Fin: 6/8/2026	CMMS: 12/1/2025 Fin: 9/9/2026	CMMS: 1/9/2026 Fin: _____	CMMS: 6/30/2026 Fin: _____	41,733	69,767	Admin Services 501-02420
8	Project #2027-03 Pump Station Equipment Installation Projects (EP, KL)	1%	6/12/2027	N/A or TBD	7/28/2026				0	0	Con Sys: R&M Two PSs 601-05XXX
9	Project #2027-04 CMOM Year 5 CCTV (KL, MM)	1%	3/31/2027	N/A or TBD	7/9/2026				0	0	Con Sys: Prof Svcs 601-02430
10	Project #2027-05 Martin Creek Force Main Assessment Due to Breaks (KL, JW)	1%	5/31/2027	N/A or TBD	Prof Svcs	N/A	N/A	N/A	0	0	Con Sys: R&M COS-PS 601-05030
11	Project #2027-06 Repair/Replacement of Solids and Metal Building Roofs and Exteriors (JM, KL)	3%	5/31/2027	15,750	Design: Prof Svcs Const: EST 12/2/2026	Design: 8/12/2026 Const: EST 1/11/2027	Design: 8/12/2026 Const: _____	Design: _____ Const: _____	0	15,750	WRF: Bldgs & Grounds 701-02550
12	Flow Monitoring Stations Ventilation Improvements (All Stations) (EP)	5%	12/31/2026	37,380	8/31/2026				0	37,380	Con Sys: FMS (various) 601-040XX
13	Flow Monitor Station Flow Meter Upgrade (EP)	5%	12/31/2026	N/A or TBD	Sole Source				0	0	Con Sys: Miller FMS 601-04020
14	Martin PS Motor Base Restraint System (#3 of 3) (EP)	10%	3/31/2027	N/A or TBD	Sole Source				0	0	Conv Sys R&M: MAS2-PS 601-05100
15	PAA Bulk Tank and Creation of Standard Operating Procedures for Operation (KL, JM)	30%	12/31/2026	8,200	Prof Svcs	7/23/2026	7/23/2026	SOP: 8/6/2026 Tank: _____	850	7,350	WRF: R&M 701-03000
16	Seneca Creek FM Replacement Construction Administration / Inspect (#2023-05; CE)	99%	SUB: 1/29/26 FIN: 2/28/26	140,000	RFB #2023-05	4/29/2024	2/3/2025		122,000	18,000	O&M CIP: Con Sys 1401-06071
17	Digester/Sludge Holding Tank Odor Control Equipment Installation (JM)	5%	10/1/2026	N/A or TBD	Sole Source				0	0	WRF: Rolling Stock 701-02590
18		0%		N/A or TBD					0	0	
TOTAL AWARDED				971,605	TOTAL FUNDS OBLIGATED/ACTUAL TO DATE:				559,100	412,505	REMAINING

Row #	FY 2027 O&M Project <i>(Proj Mgr)</i> CANNOT CARRY OVER TO NEXT FISCAL YEAR WITHOUT BUDGET APPROVAL	Comp. Performing (and Project Mgr)	Notes
1	Consent Order 21-025-W Project: Biannual Compliance Report <i>(CE)</i>	OJRSA Chris Eleazer	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. Next report due 5/10/2026.
2	Agency Reconstitution (Sewer Feasibility Implementation) <i>(Board, Others)</i>	Board of Commissioners	See "Agency Reconstitution" sheet to track progress.
3	Completion of Development Guide <i>(AM)</i>	OJRSA Chris Eleazer	8/5: A McCullough reviewing approx 15 dates. 8/13: Have received 22 draft documents from AM for consideration. 2/17/2025: Provided documents to K Amidon. 3/13: J Boyd providing updates. A McCullough now to review. 4/21: CE has several to review before passing back to B&M.
4	Development Policy Revision <i>(CE)</i>	OJRSA Chris Eleazer	2/5: Met with J Gillespie. Update sent to AM. 2/10: AM sent draft back, then it was forwarded to J Gillespie for indepth review. 4/7: J Gillespie to finish review around week of 4/20. 8/19: J Wilson met with J Gillespie to review. 9/10: Received updated draft from Harlie Wdowiak for review.
5	NPDES Aluminum and Mercury Sampling Plan Development and Implementation <i>(JM, KL)</i>	Goldie Assoc S Harrison	7/29: Submitted Al and Hg assessment plans via ePermitting. OJRSA will have to submit annual reports to SCDES and include sampling. S Harrison is working on the sampling plans for coming year. OJRSA will work to assign Al allocation to septic waste with pretreatment program. It will lead to Al limits to some industries.
6	Project #2026-08 Final Clarifier #3 Rehabilitation/ Repair <i>(KL, JM)</i>	Harper GC Randall Smith	Carryover from FY 2026. 6/16: Plans have been approved. Harper will demo "blue tank" and FC #3 the same day. 6/29: Updated ship date is now 11/30/2026. Project will extend to FY 2027. 8/6: Demo to begin in late August. 8/25: Demo occurred. Waiting on equipment.
7	Project #2026-01 & #2027-01 CMMS/Permitting & Financial Software System Upgrade <i>(CE)</i>	KCI Trent Park	5/18: Staff started testing CMMS. Tablets for field use started arriving. 7/1: CMMS is now live. This phase is complete. Remaining project is for financial system. Submittals due 7/22. 8/3: Conducting demos this week with 3 vendors. 9/9: Selected Concourse Tech for financial system.
8	Project #2027-03 Pump Station Equipment Installation Projects <i>(EP, KL)</i>	TBD	Project includes Coneross Pump Station Pumps and Valves Replacement and Perkins Creek Pump Station Pumps and Valves Replacement. Bids due 9/15. 8/11: Eight companies attended mandatory pre-bid mtg. 9/15: Bids received. All over budgeted amount. Staff considering modifying scope and rebidding.
9	Project #2027-04 CMOM Year 5 CCTV <i>(KL, MM)</i>	Secure Sewer & Svc Michael Bevelle	7/9: Advertised. Contract expiration in RFB 3/31/2027. Bids due 8/26. 7/22: Mandatory pre-bid meeting held. 12 companies attended. 8/26: Received 5 bids, which will be reviewed for completeness. 9/14: Board approved for Secure Sewer & Service to do work. Sent agreement to them the following day.
10	Project #2027-05 Martin Creek Force Main Assessment Due to Breaks <i>(KL, JW)</i>	Ardurra Andrew Shealy	8/10: Spoke with J Brashears to schedule kickoff. Mtg set for 8/25. 8/25: Met with J Brashears and Andrew Shealy to discuss project. Waiting on proposal.
11	Project #2027-06 Repair/Replacement of Solids and Metal Building Roofs and Exteriors <i>(JM, KL)</i>	BEE Group Codie Goff	8/6: K Lindsay to contact C Goff to schedule. Also waiting on B Kelley to complete review of draft AIA 2017 contract. 8/12: B Kelley approved agreement. Returned executed doc to BEE Group for \$15,750. Waiting for schedule. 8/26: Received prelim schedule. 9/9: Field work to begin next week.
12	Flow Monitoring Stations Ventilation Improvements (All Stations) <i>(EP)</i>	Greenstone Brian Doane	8/6/2026: To be advertised very soon. Design was completed last year. 8/21: Quotes due today. 8/31: Approved bids. 9/15: Materials have been ordered.
13	Flow Monitor Station Flow Meter Upgrade <i>(EP)</i>	Clearwater Sean Henderson	8/6/2026: To be ordered soon. 8/21: Meter has been ordered. 8/27: Meter arrived. 9/15: Waiting for Clearwater to schedule.
14	Martin PS Motor Base Restraint System (#3 of 3) <i>(EP)</i>	OJRSA Maint Dept	4/21/2026: Replaced seal on pump within last 6 months, will install FY 2026 unit once seal needs replacement. We will self-perform installation of base. WORK TO BE PERFORMED ONCE SEAL NEEDS REPLACING. 8/6: E Partain has requested update of last year's quote. 9/15: Ordered.
15	PAA Bulk Tank and Creation of Standard Operating Procedures for Operation <i>(KL, JM)</i>	Goldie Assoc Paul Lewis	Can receive bulk deliveries of 15% PAA, so OJRSA is seeking to modify the SCDES Construction Permit to allow for bulk storage tank. 9/15: P Lewis expects plans to be ready in 2 weeks. John Thorne has performed training for PAA SOPs.
16	Seneca Creek FM Replacement Construction Administration / Inspect (#2023-05; CE)	GMC Chris White	8/7: Received exhibit, then sent draft agreement to B Little for review. 8/20: Legal review of agreement b/t OJRSA and Fount Resid attorneys. 9/11: Waiting on B Little to review agreement.
17	Digester/Sludge Holding Tank Odor Control Equipment Installation <i>(JM)</i>	EcoSorb Kevin Butler	8/21: Received final installation plans from EcoSorb. EcoSorb 1200 unit is onsite waiting for installation of pipe, which OJRSA staff will perform. Waiting on quotes for pipe. 8/24: Final odor study report received from BLE. 8/31: Pipe has been ordered. 9/15: All material on site, hope to have pipe installed by 9/18.
18			

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)	100%	Committee	9/22/2025	1/20/2026	1/13/2026: L Flynn working with staff attorney at SC Senate on language. 1/20: Bill introduced by Sen. Alexander. Bill number is S829. 3/10: Approved by full Judiciary Committee. 3/19: Unanimous approval by full Senate. Moves to House. 5/6: Received favorable report out of House Judiciary Committee. 5/13: Received approval by full House. Moves to governor's desk or becomes law within 5 days. 5/18: Governor McMaster signed S829 into law.
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 #4: 7/28/2026	DUE TO SCRIA EVERY THREE MONTHS. Reports submitted: 10/13/2025, 1/23/2026, 4/10/2026, and 7/28/2026. Next report due around 10/14/2026.
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)	100%	Officials of OJRSA, Cities/Town, & County	8/21/2025	3/3/2026	8/26/2025: Seneca council approved. 9/8: OJRSA Board approved. 9/9: Westminster council approved. 9/8: West Union considered but decided they need more info. 9/11: C Myers mentioned Walhalla to consider next week and A Brock stated Oconee County to consider in October. 9/16: Walhalla approved. County and West Union still remaining. 10/6: A Brock said it will be on 10/21 agenda. Wanted to keep 10/7 agenda a little lighter since both she and Council Chair Durham were both off that day. 12/11: Mayor Oliver stated she has signed and will deliver soon. 1/16/2025: Received signed copy from West Union. 2/12: G Hart said it will be on county agenda for next week's meeting. 3/3: Oconee County approved.
6	Consultants shall be engaged and the process of a collection system <u>technical evaluation</u> and <u>financial valuation</u> will be initiated, including the identification of potential funding for effort and immediate rehabilitation projects that may be identified or current CIP. Additionally, a <u>rate consultant</u> will be engaged.	11/12/2025 (120 days)	100%	OJRSA, Cities/Town, & County	11/13/2025	3/2/2026	10/9/2025: 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. 2/12/2026: Scope and task oorders for Raftelis and First Tryon presented to committee. Approved to send to OJRSA Board. 3/2: OJRSA Board approved execution and funding mechanism using base percentage plus pro rata. COMPLETE .
7	Communication plan to be developed under the guidance of the Reconstitution Committee and provided to all entities involved.	11/12/2025 (120 days)	20%	Facilitators	12/11/2025		12/11/2025: K Amidon Presented Communication Memo #1 to committee. 1/9/2026: Memo #1 distributed. 1/19: Memo #2 distributed. 4/17: Memo #3 distributed. 4/22: Memo #4 distributed.
8	List of recommendations for the initial commissioners for the New Commission will be provided to Delegation. <i>(Within 60 days of approved changes to the Act*)</i>	Estimate 8/31/2026 (as noted)	0%				
9	Complete the technical evaluation and financial valuation of the collection systems.	2/27/2027 (15 months)	75%	Officials of OJRSA, Cities/Town, & County	4/14/2026		8/13/2026: Raftelis presented brief update to committee. 9/10: Anticipate receipt of draft report or update in October.
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.

								RESTRICTED FUND PROJECT MILESTONES							
Row #	Restricted Fund Projects <i>(Project Manager)</i>	OJRSA Project #	Approx % Complete	Anticipated Completion	OJRSA Funding Amount (\$)	Max Funding by Others (\$)	PO/Contract Amount (\$)	Bids/RFQ/etc. Issue/Advertised	PO/Contract Signed	Started Work	Completed	Obligated/ Spent Curr + Prev Years (\$)	Budget Remaining (\$)	GL Code <i>(XXXXX = get from Office Mgr)</i>	
A	I-85 Corridor Phase II <i>See below (CE)</i>	2019-XX and 2023-06	96%	<i>See below</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	RO&M: CIP 1401-06050	
	Engineering and Inspection Services COUNTY FUNDED		100%	10/31/2024	0	480,850	1,042,220	Inherited from Oconee Co	5/4/2023	5/4/2023	2/4/2025	451,415	590,805	RO&M: Prof Svcs 1301-02430	
	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	
	Engineering for Creek Stabilization & Welcome Center Waterline		10%	TBD	0	78,650	78,650	EJCDC Contract Amend #3	2/20/2025	1/8/2026		0	78,650	RO&M: CIP 1401-06050	
B	Dewatering Equipment Replacement at WRF <i>See below (JM, KL)</i>	2024-06	96%	<i>See below</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	PROJ & CONT 1501-09011	
	Design, Construction Admin, and Inspection SCIIP MATCH		97%	Sub: 9/23/2026 Final: 10/13/2026	440,300	0	440,300	9/15/2023	12/19/2023	1/11/2024		427,400	12,900		
	Construction SCIIP GRANT		95%	Sub: 9/23/2026 Final: 10/13/2026	0	5,686,989	4,256,290	3/22/2024	7/30/2024	7/26/2024		3,066,359	1,189,931		
C	Martin Creek PS Basin Trunk Sewer CCTV Engineer Review and Flow Study Report <i>(CE)</i>	2025-03	100%	3/31/2025	141,000	0	141,000	Consent Order Prof Svcs	9/30/2024	11/1/2024	7/22/2025	141,000	0	PROJ & CONT 1501-09012	
D	Evaluation of Gravity Sewer CCTV/Smoketesting from 1A (WRF) to MH29 <i>(KL)</i>	2024-04	100%	11/15/2025	31,500	0	31,500	Prof Svcs	8/12/2025	8/15/2025	12/16/2025	31,500	0	PROJ & CONT 1501-09014	
E	Consent Order Gravity Sewer Rehab Project (SSES/Inspection: 2023) <i>See below</i>	2024-08	100%	<i>See below</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	PROJ & CONT 1501-09009	
	Engineering SCIIP MATCH		100%	9/29/2025	584,500	0	584,500	N/A	9/15/2023	10/3/2023		464,002	120,498		
	Manhole Resiliency Plan: Project 1c SCIIP MATCH		100%	9/30/2025	87,500	0	TBD	N/A	4/21/2025	4/21/2025	5/13/2026	24,075	0		
	Construction/Rehabilitation PHASE 1 SCIIP GRANT		100%	SC: 9/18/2025 FC: 10/23/2025	0	4,061,570	3,262,337	8/14/2024	11/20/2024	1/27/2025	4/2/2026	2,591,330	671,007		
	Construction/Rehabilitation PHASE 2 SCIIP GRANT		Will not perform	Will not perform	0	Will not perform	Will not perform	1/13/2026	Will not perform	Will not perform	Will not perform	0	0		
F	Speeds Creek FM Replacement <i>See below</i>	2026-11	28%	<i>See below</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	<i>See below</i>	PROJ & CONT 1501-09015	
	Engineering Design & Easements Only <i>(CE, JW)</i>		92%	6/30/2026 UPDATE: 9/30/2026	69,000	0	69,000	IDC Engineer	2/24/2026	4/15/2026		65,650	3,350		
	Final Design & Permitting <i>(JW, CE)</i>		0%	TBD	TBD	TBD	TBD	IDC Engineer				0	0		
G	Project #2026-02 General Water Reclamation Facility Installation Projects	2027-02	1%	6/12/2027		0	TBD	7/28/2026	Bids Due 9/18/2026			0	0	PROJ & CONT 1501-09016	
H			0%									0	0		
					1,353,800	9,748,559	8,784,927	TOTAL RESTRICTED FUNDS OBLIGATED/ACTUAL TO DATE:					6,811,317	1,997,685	REMAINING

FY2027 RESTRICTED FUND PROJECTS

PROJECTS MAY CARRY ACROSS BUDGET YEARS

9/15/2026 16:34

Row #	Restricted Fund Projects <i>(Project Manager)</i>	Comp. Performing (and Project Mgr)	Notes
A	I-85 Corridor Phase II <i>See below (CE)</i>	<i>Varies. See Below</i>	12/17: Forwarded P Shirley email regarding waterline at Welcome Center and the Broomway bridge/culvert option. Asked KL for update on locating/GPSing cleanout at 501 E Fairplay Blvd. and get rim and grade elevations. Received revised record drawings from D&F. Received update from T Dupree about stabilization. There are some needs (he included in email). Asked him to contact Moorhead b/c warranty period ends 12/19/26. 12/19: L Flynn received response from D Whipple stating they are considering bridge option and asked for more info. 12/30: Info from T Dupree forwarded to L Flynn to share with D Whipple. 1/5/2025: T Dupree and Joe Laws with SCDOT communicating about gate access. 1/7: OJRSA informed D&F of approval of gate plan that was received earlier in day. Completed SCDOT permit. 1/8: Sent letter to B Dean (DOT) saying OJRSA would maintain gate. 2/20: Received SCDOT Encroachment Permit to install gate at controlled access location at Exit 2. KL to get quotes from qualified SCDOT contractors. 3/9: T Dupree confirmed SCDOT Encroachment Permit was submitted for water line at Welcome Center last week. 4/14: T Dupree believes the cleanout that was broken off is now under the northbound travel lane of SC 59. If we need a permit to dig into road, then need encroachment permit for work. 6/8: Gate installed at Exit 2. 8/10: T Dupree working on finalizing possible pipebursting or boring project to replace the tap damaged by DOC contractor.
	Engineering and Inspection Services COUNTY FUNDED	Davis & Floyd Travis Dupree	
	Construction EDA/RIA/COUNTY FUNDED	Moorhead Construct Kevin Moorhead	
	Engineering for Creek Stabilization & Welcome Center Waterline	Davis & Floyd Travis Dupree	
B	Dewatering Equipment Replacement at WRF <i>See below (JM, KL)</i>	<i>Varies. See Below</i>	4/10: Harper has begun concrete floor removal. 4/21: Drain lines are now tied in. 5/19: Concrete poured for base and pillars. 6/16: Conveyor has arrived, rest of equipment scheduled for delivery next week. 6/22: Equipment starting to arrive. 7/27: Executed CO #4 to replace one sludge pump valve in amount of \$11,812.27 and was within the preauthorized maximum amount approved by board. This is to be funded by SCIIP. There will likely be one more CO that will be funded by RIA that will require board approval as it will then exceed the preauthorized amount. This will be discussed at upcoming meeting. 8/6: Substantial completion expected by late August. On schedule to finish mid-September. 8/24: Scheduled demo of tank and possible testing of screw presses. SCDES coming to inspect the following day. 9/1: SCDES inspected and gave verbal PTO. OJRSA sent O&M letter to SCDES by email. 9/11: Received Permit to Operate from SCDES.
	Design, Construction Admin, and Inspection SCIIP MATCH	KCI Technologies Tom Vollmar	
	Construction SCIIP GRANT	Harper GC Justin Jones	
C	Martin Creek PS Basin Trunk Sewer CCTV Engineer Review and Flow Study Report <i>(CE)</i>	Ardurra Priya Verravalli	5/5: Received draft report to review. 6/2: Provided comments to Priya. 7/24: Received final report. COMPLETE.
D	Evaluation of Gravity Sewer CCTV/Smoketesting from 1A (WRF) to MH29 <i>(KL)</i>	Ardurra Priya Verravalli	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.12/16: J Lyon needs to speak with Rebecca Turner on final comments. 12/16: Received final report. COMPLETE.
E	Consent Order Gravity Sewer Rehab Project (SSES/Inspection: 2023) <i>See below</i>	<i>Varies. See Below</i>	2/16: Will be looking at seeding and strawing soon. Bio-Nomic will allow for OJRSA to review and approve easement conditions prior to seeding/strawing. Will schedule final manhole inspections once KL returns tomorrow. Pay App that was submitted in December is on hold because engr missing 15 CCTV videos and 3 test results. This info was sent by email last week. Discussion about accessing manholes because one seems too small for a person to access. 2/17: Received one bid for Phase 2. Uncertified bids were \$957,540 base, \$699,900 Alternate, \$1,657,440 total. 3/23: Completed Freeman. Working on Dr. John Rd. and Emergency Ln. Will move to Armstrong soon. Executed CO #8 for \$9,240 increase for materials and decrease of \$117,737.45 for owner credits. 3/25: Bio-Nomic should be complete next week and out of area. 3/30: Bio-Nomic anticipates complete demobilization on 4/1. 4/2: Received notification from Robbi Bennett (Bio-Nomic) that they have completed work. Verification of conditions needed by OJRSA and engineer. 4/8: Substantial Letter of Completion issued by engineer. 4/15: Engineer reported the contractor is working on punchlist items near Armstrong Rd, Dr John’s Rd, and Emergency Lane and they expect to be finished by the end of the week. 4/17: Sent draft agreement for waiver of liquidated damages to contractor for review. 4/21: Contractor expecting to be completed tomorrow. 4/30: P Verravalli confirmed that all punchlist items have been addressed. 5/15: RIA confirmed that they do not feel there is enough time to complete Phase 2 before October 1, 2026 deadline. 5/18: Final Pay App (#7) processed. COMPLETE.
	Engineering SCIIP MATCH	Ardurra Priya Verravalli	
	Manhole Resiliency Plan: Project 1c SCIIP MATCH	Ardurra Priya Verravalli	
	Construction/Rehabilitation PHASE 1 SCIIP GRANT	Bio-Nomic Services Buck Stevenson	
	Construction/Rehabilitation PHASE 2 SCIIP GRANT	TBD	
F	Speeds Creek FM Replacement <i>See below</i>	<i>Varies. See Below</i>	5/19: Updated expected completion date. B&M info not received until last week. 6/30: Received tech memo for review. 7/7: Provided comments back to engineer. 8/6: Waiting on SL&W/Seneca mtg so they can provide input for future areas of growth. 8/20: Met with W&S, K Amidon (Bolton & Menk), and Seneca Light & Water staff to discuss potential options that would accommodate future needs. All agreed the best way to proceed was to continue flow from station-to-station-to-WRF as it currently exists, meaning Martin PS force main bypass project as identified in 2024 Master Plan will not occur and Speeds PS/FM will need to be sized appropriately. This was determined to be best option because if Martin FM was to be rerouted, it would have to be performed at same time as Speeds FM and PS downsizing project. W&S to update final Speeds FM report to include upsizing FM. Report should be complete by end of September 2026. 9/15: Waiting on B&M to complete update.
	Engineering Design & Easements Only <i>(CE, JW)</i>	Weston & Sampson Jason Gillespie	
	Final Design & Permitting <i>(JW, CE)</i>	Weston & Sampson Jason Gillespie	
G	Project #2026-02 General Water Reclamation Facility Installation Projects	TBD	Project includes Aeration Valve Replacements, Aeration Drive Removal, Plant Utility Water Pump Replacement, Anoxic Mixer & Disinfection Drive, and Motor Replacement Digester Valve Replacements. Bids due 9/18. 8/19: Mandatory pre-bid meeting. 7 companies attended.
H			



August 17, 2026

Christopher Eleazer, MPA, Executive Director
Oconee Joint Regional Sewer Authority
623 Return Church Road
Seneca, South Carolina 29678
Via email: chris.eleazer@ojrsa.org

Subject: **Odor Investigation Report**
Oconee Joint Regional Sewer Authority
623 Return Church Road
Seneca, South Carolina 29678
BLE Proposal Number 26-29923

Dear Mr. Eleazer,

Bunnell-Lammons Engineering, Inc. (BLE) is pleased to submit this report of the odor investigation performed in support of Oconee Joint Regional Sewer Authority (OJRSA) located at 623 Return Church Road in Seneca, South Carolina.

I. Project Information

The Oconee Joint Regional Sewer Authority (OJRSA) owns and operates the 7.8 million gallons per day (MGD) Coneross Creek Water Reclamation Facility (WRF). Operations at the plant began on February 4, 1980. The original treatment plant was upgraded to 7.8 MGD from 5.0 MGD in 1996. Treatment equipment at the facility includes, but is not limited to clarifiers, aeration basins, aerobic digesters, sludge dewatering and handling.

OJRSA has expressed concern about odor complaints from the surrounding neighbors, specifically in the Cross Creek private golf community located to the north and east of the wastewater treatment plant. From January 2026 through June 2026, OJRSA received thirty-two complaints pertaining to nuisance odors from residents in and around the Cross Creek neighborhood. OJRSA contracted BLE to research potential causes of the odors. This report includes a summary of findings and recommendations.

II. Hydrogen Sulfide Monitoring

One common source of odor from wastewater treatment is hydrogen sulfide (H₂S), which is known for its pungent rotten egg odor. According to Occupational Safety and Health Administration (OSHA), the odor threshold for H₂S is low (0.01 to 1.5 ppm)¹. OJRSA currently utilizes multiple portable H₂S monitors in different locations throughout the wastewater facility and surrounding neighborhoods. Two types of

¹ <https://www.osha.gov/hydrogen-sulfide/hazards>



Odor Investigation Report
Oconee Joint Regional Sewer Authority

August 17, 2026
BLE Job No. 26-29923

monitors are used, Acrulog APPB2000 H₂S 0-2000 PPB and Acrulog LD 200 H₂S 0-200 PPM loggers. OJRSA reportedly began using the monitors in February 2026. Monitors are placed in various locations, but OJRSA targets areas where complaints have originated. These monitoring devices are rotated and taken out of service every thirty days. It was reported that the devices are also sent to an outside vendor for calibration every six months. The monitoring data is physically downloaded by OJRSA weekly via Acrulog computer software.

A summary of the available monitoring data recorded on complaint days is presented as **Enclosure 1**. The H₂S readings taken in Cross Creek or just outside the neighborhood (510 Dye Drive, Copperhead Hill, and Plant Creek Line) were all less than 0.20 ppm on complaint days. Readings taken at a manhole in Cross Creek on complaint days were all 1 ppm. Readings taken at the wastewater treatment plant (Headworks, Digester 1, Plant Digester) on complaint days ranged from 0 to 5 ppm. The highest reading (5 ppm) was recorded at Digester 1. There was no specific correlation between H₂S readings and the complaints. While the monitors detected H₂S at 510 Dye Drive, Copperhead Hill, and Plant Creek Line on complaint days, there were days of complaints with no H₂S detected on that day.

In a study published in March 2007, wastewater treatment plant (WWTP) workers from four different plants volunteered to participate in personal H₂S monitoring over a span of approximately three years. These WWTP were chosen as being representative of typical municipal plants with a range of incoming flow rates between 4 and 38 MGD. The average level of hydrogen sulfide measured was typically less than 1 ppm and ranged from 0 to 42.50 ppm with a peak level of 122 ppm. The peak value was detected during sludge collection and dewatering, as shown in Table 7 from the article.²

TABLE 7
Average Concentrations of Hydrogen Sulfide at Unit Operations

Unit Operations	N	GM (ppm)	Maximum (ppm)	Peak (ppm)
Grit room	39	0.14	0.63	10.0
Primary clarification tank	21	0.18	0.63	28.0
Biological degradation unit	24	0.12	0.37	4.2
Secondary clarification tank	27	0.13	0.41	4.2
Sludge collection and dewatering	43	0.42	42.50	122.0
Digestion	26	0.12	1.00	3.7
Disinfection	6	0.14	1.00	1.0
Office/other	98	0.10	0.87	7.0
Overall averages	284	0.16	42.50	122

GM indicates geometric mean; maximum, maximum average concentration for the task; peak, peak concentration for the task.

The H₂S readings taken at the Coneross WRF are within the typical range of these wastewater treatment plants tested.

It should be noted that odors could also be caused by other compounds, particularly sulfur-bearing compounds (e.g., methyl mercaptan, dimethyl sulfide). The monitors used by OJRSA reportedly detect only hydrogen sulfide.

² Lee JA, Thorne PS, Reynolds SJ, O'Shaughnessy PT. Monitoring risks in association with exposure levels among wastewater treatment plant workers. J Occup Environ Med. 2007 Nov;49(11):1235-48.



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III. Wastewater Treatment Plant Operational Data

Aerobic digesters use oxygen to decompose organic material within the wastewater. The output of this process is mostly water and carbon dioxide and is typically not odorous when dissolved oxygen concentrations are sufficient. Potential causes of odors from aerobic digesters may include low oxygen levels, system overloads, poor mixing, imbalanced pH, anaerobic conditions in dewatered sludge, etc. The outdoor headworks and sludge handling pad are two of the most common sources of nuisance odors at aerobic wastewater treatment plants. At the headworks, wastewater arriving from the collection system frequently contains dissolved hydrogen sulfide and other reduced sulfur compounds that can be emitted via turbulence and wastewater conveyance. On the outdoor sludge handling pad, dewatered biosolids may readily develop anaerobic conditions, generating hydrogen sulfide, mercaptans, ammonia, amines, and volatile fatty acids that produce strong, pungent odors. Because both areas are uncovered and exposed to ambient air, odors can readily travel off-site under typical wind conditions, even when the biological treatment process itself is operating aerobically.

However, OJRSA has reported that it manages the treatment process to eliminate and/or correct odor causing issues. OJRSA reported no high loading events, process upsets, or equipment failures on days of complaints.

Furthermore, OJRSA provided BLE with a report from Amy Towe, Water Quality Compliance Team Lead, with the South Carolina Department of Environmental Services (SCDES). SCDES conducted a formal Wastewater Compliance Evaluation Inspection (CEI) on March 26, 2026. The SCDES inspection report stated that no deficiencies were noted during the inspection. OJRSA also reported that the WRF has not experienced operational issues in 2026 that would cause significant odors.

IV. Weather Data

BLE attempted to assess the correlation between weather conditions and odor intensity. Elevated temperatures, thermal inversions, and heavy precipitation have been known to intensify odors associated with wastewater treatment processes. During a temperature inversion, atmospheric conditions result in warm air overlaying and trapping cooler, denser air near the surface. Typical weather and environmental signs of an inversion include calm wind, clear skies, and surface moisture (e.g., dew, mist, low-lying fog, etc.).³ The inversion prevents upward air mixing and causes heavier gases, such as H₂S and sulfur-bearing compounds, to accumulate lower to the ground, leading to the localized characteristic rotten egg odor.

Although there is a weather station at the treatment plant, it is owned and operated by Oconee County Emergency Services. Therefore, historical weather data could not be obtained for the local area. OJRSA recently installed a weather station at 510 Dye Drive, which began operation on June 24, 2026. This weather station allows OJRSA to monitor weather conditions (e.g., wind direction and wind speed) in real time to determine if the prevailing winds are from the plant. **Enclosure 1** provides a summary of complaints from June 24, 2026 through July 28, 2026 and the weather conditions recorded at 510 Dye Drive. The prevailing wind direction for each complaint during this period was from the north or northwest and the wind speed was light (0 to 3 miles per hour). A prevailing wind direction is a surface wind that blows predominantly from a particular direction. A "prevailing west wind" means the air most often moves in from the west. The treatment plant is located southwest of the Cross Creek neighborhood. Odors from the plant would be expected from the same direction (southwest).

³ Understanding Air Temperature Inversions Relating to Pesticide Drift, North Dakota State University Extension (<https://www.ndsu.edu/agriculture/sites/default/files/2023-02/ae1876.pdf>)



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It is difficult to confirm the presence of a temperature inversion without monitoring ambient temperature at varying heights above ground and calculating the difference. However, weather conditions on the complaint days, especially in the morning, were favorable for an inversion. On those days, there was no rain, light winds, and high dew point/wet bulb temperature suggesting a moist atmosphere. An inversion could be the cause of lingering odors either from the treatment plant or other sources.

V. Historical Information

BLE obtained historical aerial photographs from LightBox Environmental Data Resources (EDR) to obtain information regarding historical land use of the area surrounding the OJRSA property. Aerials were obtained for the years 2023, 2019, 2015, 2011, 2006, 1994, 1981, 1977, 1965, 1956, 1951, and 1947. Notable changes to the area began in 1965. Between 1956 and 1965, a pond and a potential inlet structure were constructed to the northeast of the OJRSA property. In 1981, the pond appeared filled with soil and the wastewater treatment plant was constructed. In 1994, the golf course was constructed and the pond contained water again. In 1996, residences were built around the western side of the pond. The aerial photos from 2006 – 2023 continue to show development of the golf course and residences in the area to the east of the wastewater treatment facility. Aerial photographs, excluding photographs from 1947 and 1951, are included as **Enclosure 2**.

OJRSA provided BLE historical documentation from 1980 to 1981, maintained on file at their office. The documentation stated that the pond to the northeast of the OJRSA property was a former municipal sewer lagoon, owned and operated by the City of Seneca. This pond is highlighted on the aerial photographs in **Enclosure 2**. This lagoon, named the Lower Perkin's Creek Lagoon, was approximately 6 acres. It appears the lagoon operated from at least 1965 to 1981. In September 1980, Oconee County contracted to close out this lagoon and eight other lagoons due to the start of operation of the Coneross Creek WRF in February 1980. All nine lagoons were closed out by draining the sewage lagoon and covering the sludge remaining with two feet of uncompacted earth. The South Carolina Department of Health and Environmental Control (SCDHEC) issued a letter on December 30, 1981 stating that the Lower Perkin's Creek Lagoon had been properly closed. Documentation of the lagoon close-outs is presented as **Enclosure 3**.

VI. Conclusions and Recommendations

BLE was unable to determine a definitive source for the odor complaints. Due to the proximity of the Cross Creek residents to the WRF, odors from waste treatment are possible due to untreated sewage, biological processes, the headworks systems and sludge handling pad.

BLE understands that OJRSA is researching an atomizing odor control blower system that mixes water and a neutralizing chemical agent into a fine mist to bind and eliminate odor molecules in the air. This system could abate odors from the plant. BLE also understands that OJRSA plans to install new sludge dewatering equipment. Solids will be conveyed into a hopper, which will be stored under a shed. This will replace the existing open solids pad with the goal of minimizing nuisance odors. Once the hopper is full it will be hauled off; operator handling will no longer be required.

Irrigation water used by the golf course could also be a potential source of odor. Many golf courses use pond water or reclaimed/gray water to irrigate golf course greens. H₂S contained in the irrigation water supply or trapped in the irrigation supply lines could cause a foul odor. If irrigation water is pumped from the ponds located at or around the golf course as observed in aerial imagery, then it is possible that pumping could disturb entrained gases from decomposing vegetation and sludge, releasing them into the atmosphere.



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It is also possible that there is correlation between organic fertilizer application by the Cross Creek Golf Club and odor. The application of fertilizer and biosolids, such as Milorganite, has been reported to have an earthy, musky odor for 24 to 48 hours after application. Furthermore, fertilizer application can cause excess nitrogen and phosphorus to wash into the ponds, which can cause algae blooms. As this algae and plant material dies, it falls to the bottom of the pond and decomposes, using up the oxygen in the water and creating foul-smelling gases like H₂S.⁴ Nuisance odors can be independent of irrigation and/or exacerbated through irrigation as noted in the previous paragraph.

Another potential source of odor in the Cross Creek area is the old wastewater lagoon. It is possible that organic sludge remains buried and covered by water in the pond. In the absence of oxygen beneath the water and soil layers, microbes slowly decompose the remaining organic matter, generating small quantities of methane and carbon dioxide, which contribute to foul odors.⁵

In addition to considering the proposed treatment system upgrades, BLE recommends requesting Cross Creek Golf Club collect samples from the pond located behind Dye Drive and submitting samples to a certified third-party laboratory for analysis of dissolved oxygen (DO), ammonia, pH, nitrates/phosphates, and hydrogen sulfide to determine if the odor could be from organic decay or nutrient excess in the pond.

VII. Closing

BLE appreciates the opportunity to support OJRSA with this project. If you have any questions, please do not hesitate to contact us at (864) 288-1265.

Sincerely,

BUNNELL LAMMONS ENGINEERING, INC.

A handwritten signature in blue ink that reads 'Anna C. Franklin'.

Anna C. Franklin, P.E.
Senior Consultant | Environmental Compliance

A handwritten signature in blue ink that reads 'Nathan E. Daniel'.

Nathan E. Daniel, P.E.
Senior Engineer | Environmental Compliance

Enclosures

⁴ Nutrient Criteria Technical Guidance Manual Rivers and Streams (July 2000), U.S. Environmental Protection Agency (822-B-00-002)

⁵ Minghao Yun, Chao Zhang, Bin Wang, Jianjun Huang, Jingmei Sun (2024). The effects and mechanism of organic matter degradation in river sediment driven by humic-reducing bacteria, *Journal of Water Process Engineering*, Volume 67, 106150, ISSN 2214-7144



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ENCLOSURE 1

Hydrogen Sulfide Monitoring Data

**Oconee Joint Regional Sewer Authority
Hydrogen Sulfide Monitoring Results**

Complaint Information					Hydrogen Sulfide Monitor Readings						
					Headworks	Digester 1	Plant Digester	Seneca MH (Cross Creek)	510 Dye Drive	Copperhead Hill	Plant Creek Line
Date	Time	Complainant	Address	Area	PPM				PPM (recorded as PPB)		
2/15/2026	2:10pm	Smith	768 Dave Nix Rd	Coneross Creek WRF							
2/17/2026	12:36am	Moon	1607 Cross Creek Dr	Cross Creek Plantation	1						
2/19/2026	5:28am	Smith	768 Dave Nix Rd	Coneross Creek WRF	3				0		
3/6/2026	8:49am	Wood	103 Oak Ridge Circle	Off Radio Station Rd	1					0	
3/15/2026	10:30am	Luna	510 Dye Dr	Cross Creek Plantation						0.014	
3/30/2026	8:39am	Luna	510 Dye Dr	Cross Creek Plantation				1		0.011	
3/29/2026	12:26am	Moon	1607 Cross Creek Dr	Cross Creek Plantation				1		0.029	
4/3/2026	7:42am	Ables	161 Ables Rd	Cross Creek Plantation				1		0.037	
4/7/2026	9:28pm	Luna	510 Dye Dr	Cross Creek Plantation				1		0.063	
4/9/2026	4:09am	Luna	510 Dye Dr	Cross Creek Plantation				1		0.155	
4/9/2026	8:16am	Wood	103 Oak Ridge Circle	Off Radio Station Rd				1			
4/11/2026	11:43pm	Luna	510 Dye Dr	Cross Creek Plantation					0		
4/18/2026	9:35am	Luna	510 Dye Dr	Cross Creek Plantation					0		
4/19/2026	8:43am	Pacheco	3336 Championship Dr	Cross Creek Plantation					0		
4/20/2026	6:37am	Luna	510 Dye Dr	Cross Creek Plantation					0.005		
4/20/2026	10:40pm	Luna	510 Dye Dr	Cross Creek Plantation					0.005		
4/22/2026	12:33am	Luna	510 Dye Dr	Cross Creek Plantation							
4/21/2026	11:38pm	Moon	1607 Cross Creek Dr	Cross Creek Plantation							
5/4/2026	8:44am	Luna	510 Dye Dr	Cross Creek Plantation			2		0.003		0.005
5/5/2026	10:12am	Rothell	143 Rothell Dr Seneca	Coneross Creek WRF			2		0.008		0.007
5/6/2026	2:52pm	Wessels	1303 Cross Creek Dr	Cross Creek Plantation			2		0.004		0.003
5/10/2026	11:32pm	Luna	510 Dye Dr	Cross Creek Plantation			2		0.016		0.019
5/13/2026	11:50am	Lambert	1608 Cross Creek Dr	Cross Creek Plantation		0	---		0		0
5/16/2026	9:53am	Davin	Cross Creek Plantation	Cross Creek Plantation		2	2		0		0.004
5/27/2026	6:50pm	Wessels	1403 Cross Creek Dr	Cross Creek Plantation		1	1		0.003		0
5/27/2026	7:31pm	Luna	510 Dye Dr	Cross Creek Plantation		1	1		0.003		0
5/29/2026	7:58pm	Wessels	1403 Cross Creek Dr	Cross Creek Plantation		1	2		0.003		0
5/30/2026	1:59pm	Luna	510 Dye Dr	Cross Creek Plantation		5	3		0.003		0.004
6/5/2026	4:47pm	Wessels	1403 Cross Creek Dr	Cross Creek Plantation		2	2		0		0
6/8/2026	8:00am	Wessels	1403 Cross Creek Dr	Cross Creek Plantation		2	1		0.003		0.003
6/25/2026	10:26pm	Wessels	1403 Cross Creek Dr	Cross Creek Plantation		2	2				0
6/28/2026	6:32pm	Wessels	1403 Cross Creek Dr	Cross Creek Plantation							
7/2/2026	7:21am	Luna	510 Dye Dr	Cross Creek Plantation							
7/2/2026	7:25am	Amen	512 Dye Dr	Cross Creek Plantation							

**Oconee Joint Regional Sewer Authority
Hydrogen Sulfide Monitoring Results**

Complaint Information					Hydrogen Sulfide Monitor Readings						
					Headworks	Digester 1	Plant Digester	Seneca MH (Cross Creek)	510 Dye Drive	Copperhead Hill	Plant Creek Line
Date	Time	Complainant	Address	Area	PPM				PPM (recorded as PPB)		
7/9/2026	2:43pm	Wessels	1403 Cross Creek Dr	Cross Creek Plantation							
7/10/2026	12:31pm	Luna	510 Dye Dr	Cross Creek Plantation					0		
7/10/2026	8:15pm	Wessels	1403 Cross Creek Dr	Cross Creek Plantation					0		0.003
7/11/2026	2:42pm	Moon	1607 Cross Creek Dr	Cross Creek Plantation					0.008		0.005
7/28/2026	8:46pm	Wessels	1403 Cross Creek Dr	Cross Creek Plantation		15			0		0.008

NOTE: If the cell is blank, no monitoring data was collected.

**Oconee Joint Regional Sewer Authority
Weather Data for Complaint Days**

Complaint Information					Recorded Weather Data at 510 Dye Drive							
					Barometer	Temperature	Dew Point	Wet Bulb Temp	Humidity	Avg Wind Speed	Prevailing Wind	Rain
Date	Time	Complainant	Address	Area	Hg	°F			%	mph	Direction	inches
6/25/2026	10:26pm	Wessels	1403 Cross Creek Dr	Cross Creek Plantation	30.28	71	67	68	88	0	N	0
6/28/2026	6:32pm	Wessels	1403 Cross Creek Dr	Cross Creek Plantation	30.15	89	76	79	65	1	NW	0
7/2/2026	7:21am	Luna	510 Dye Dr	Cross Creek Plantation	30.27	76	74	75	92	0	N	0
7/2/2026	7:25am	Amen	512 Dye Dr	Cross Creek Plantation	30.27	76	74	75	92	0	N	0
7/9/2026	2:43pm	Wessels	1403 Cross Creek Dr	Cross Creek Plantation	30.18	94	72	78	47	3	NW	0
7/10/2026	12:31pm	Luna	510 Dye Dr	Cross Creek Plantation	30.24	91	74	78	61	2	WNW	0
7/10/2026	8:15pm	Wessels	1403 Cross Creek Dr	Cross Creek Plantation	30.21	79	70	73	75	0	N	0
7/11/2026	2:42pm	Moon	1607 Cross Creek Dr	Cross Creek Plantation	30.26	82	75	77	76	2	NW	0
7/28/2026	8:46pm	Wessels	1403 Cross Creek Dr	Cross Creek Plantation	29.92	85	77	79	77	0	N	0



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ENCLOSURE 2

Historical Aerial Photographs



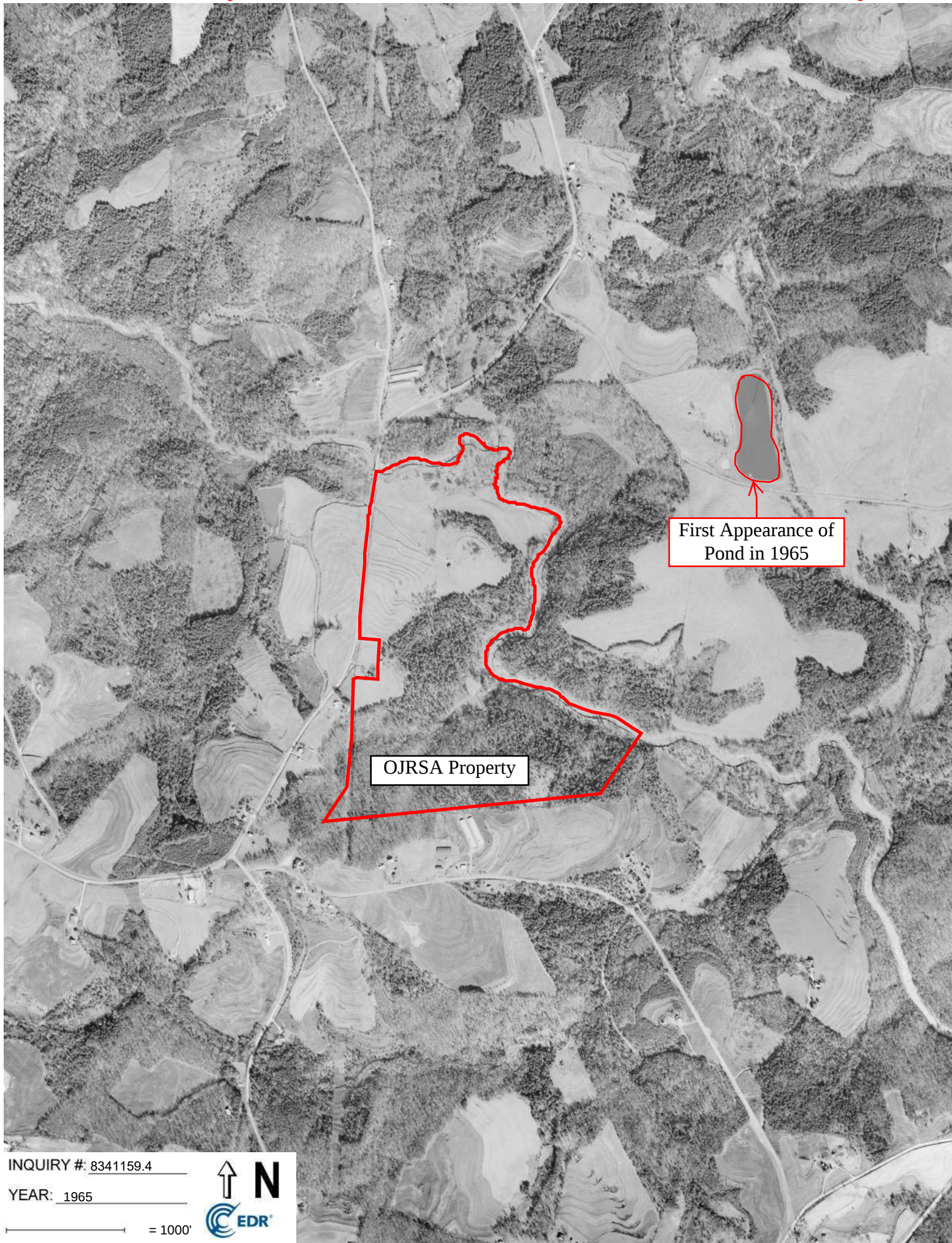
INQUIRY #: 8341159.4

YEAR: 1956

↑ N

CDR

1000'

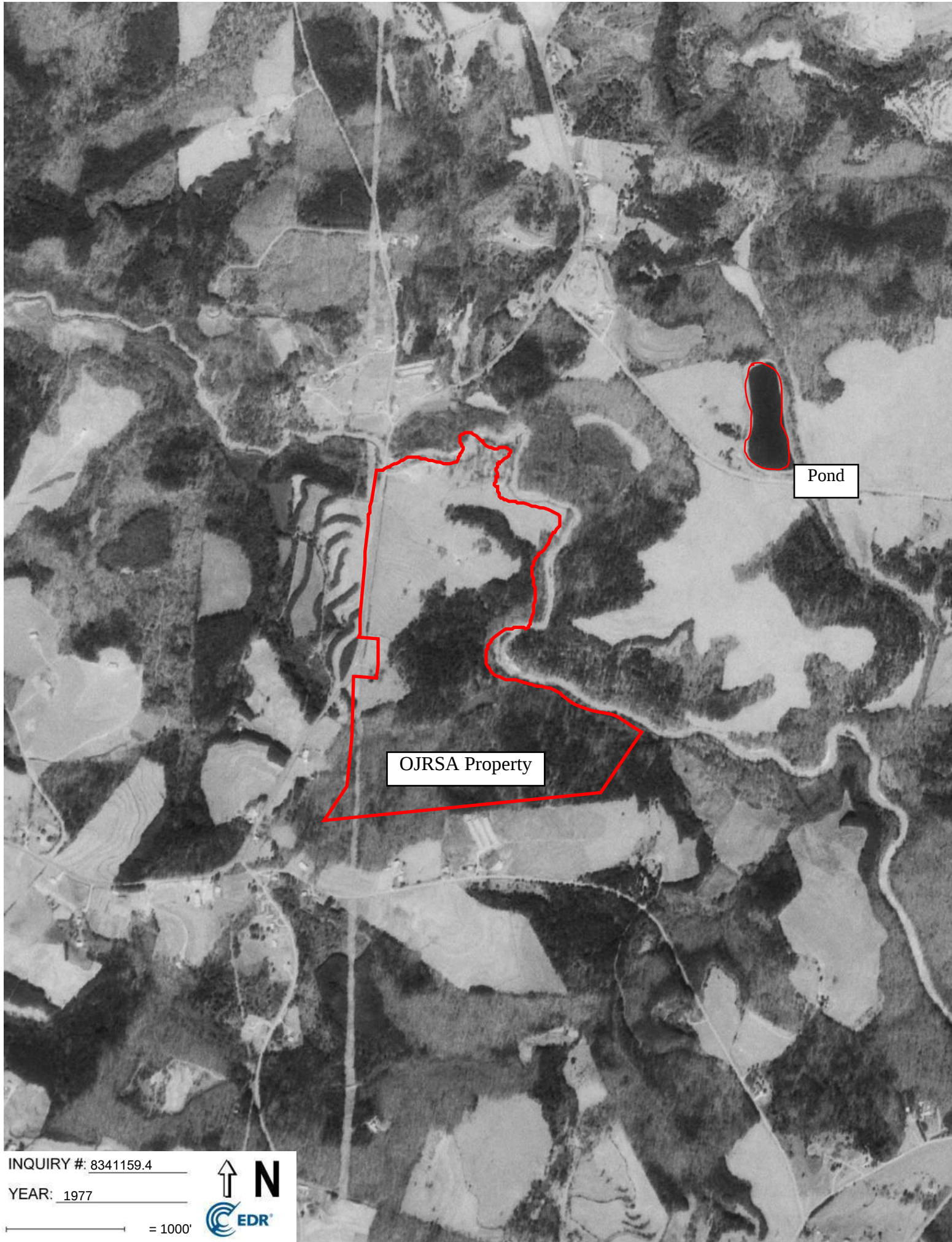


INQUIRY #: 8341159.4

YEAR: 1965

— = 1000'



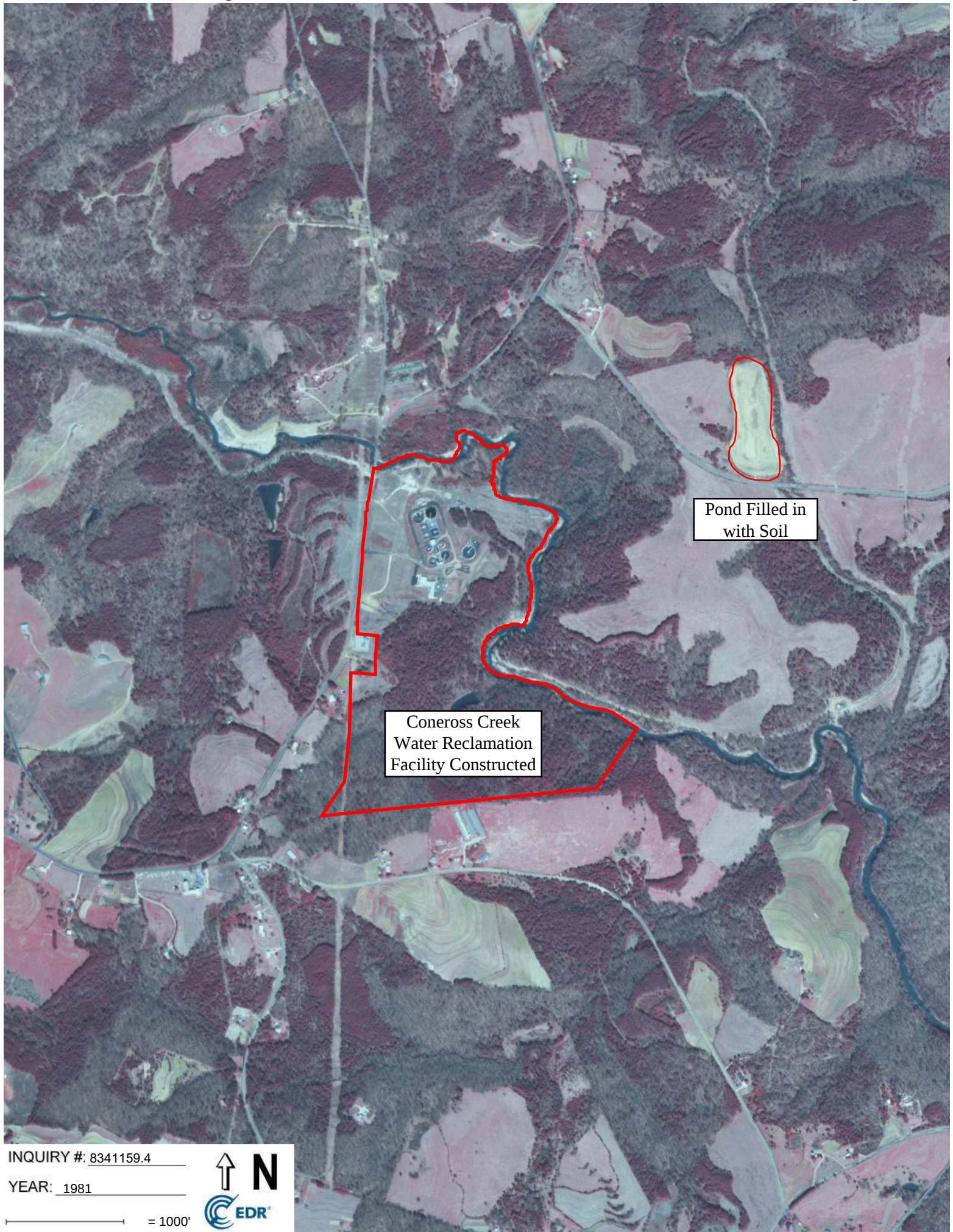


INQUIRY #: 8341159.4

YEAR: 1977

1" = 1000'



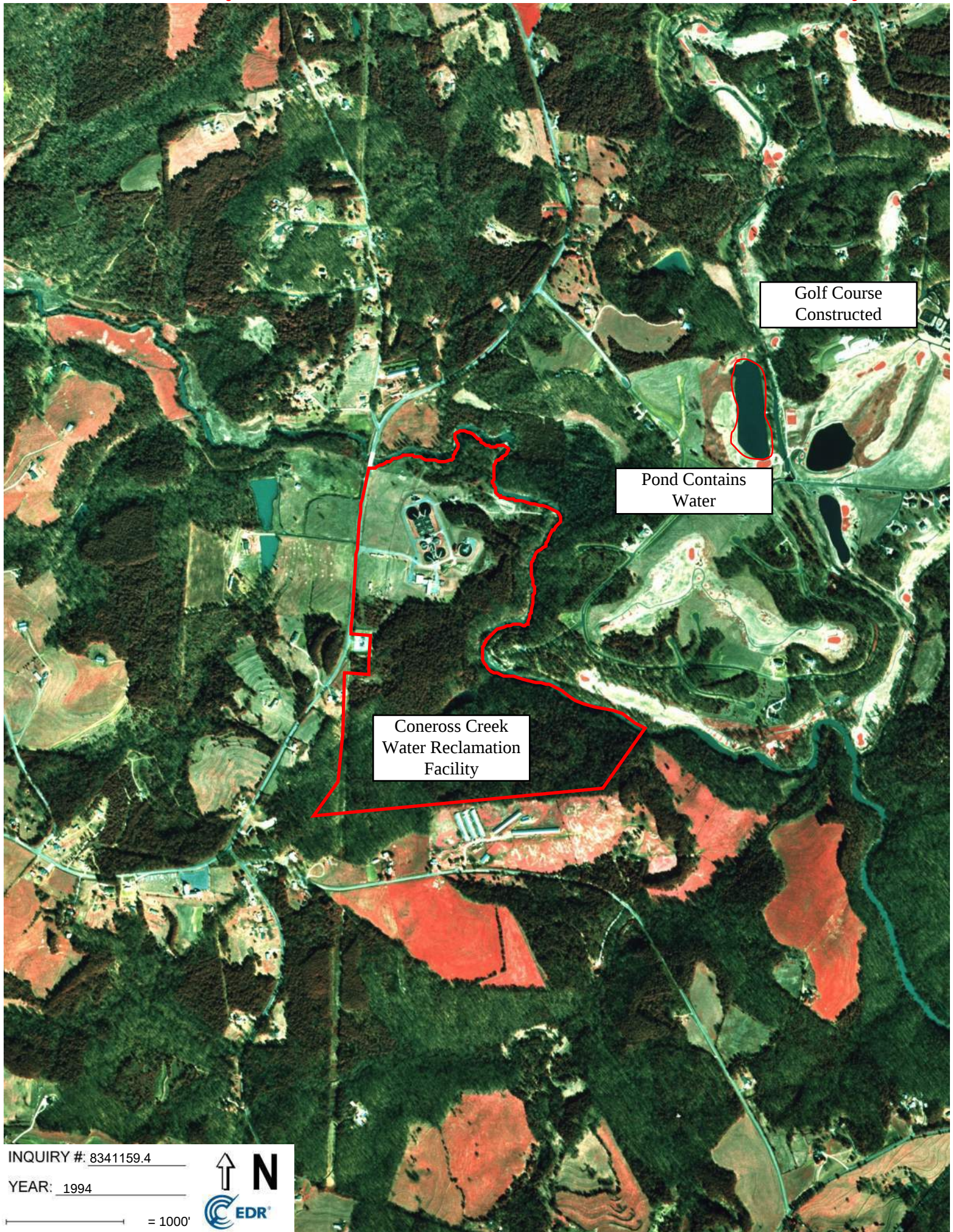


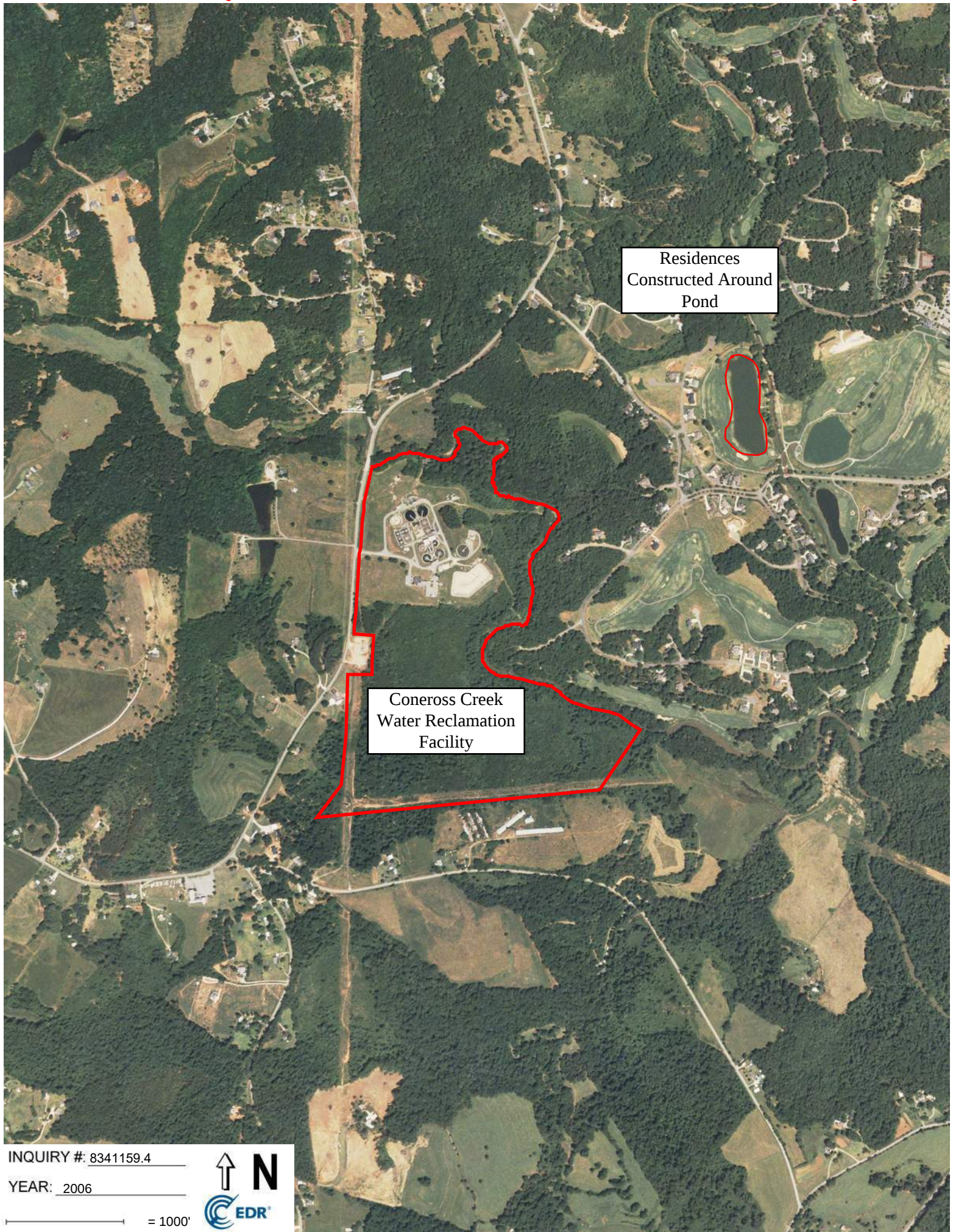
INQUIRY #: 8341159.4

YEAR: 1981

= 1000'





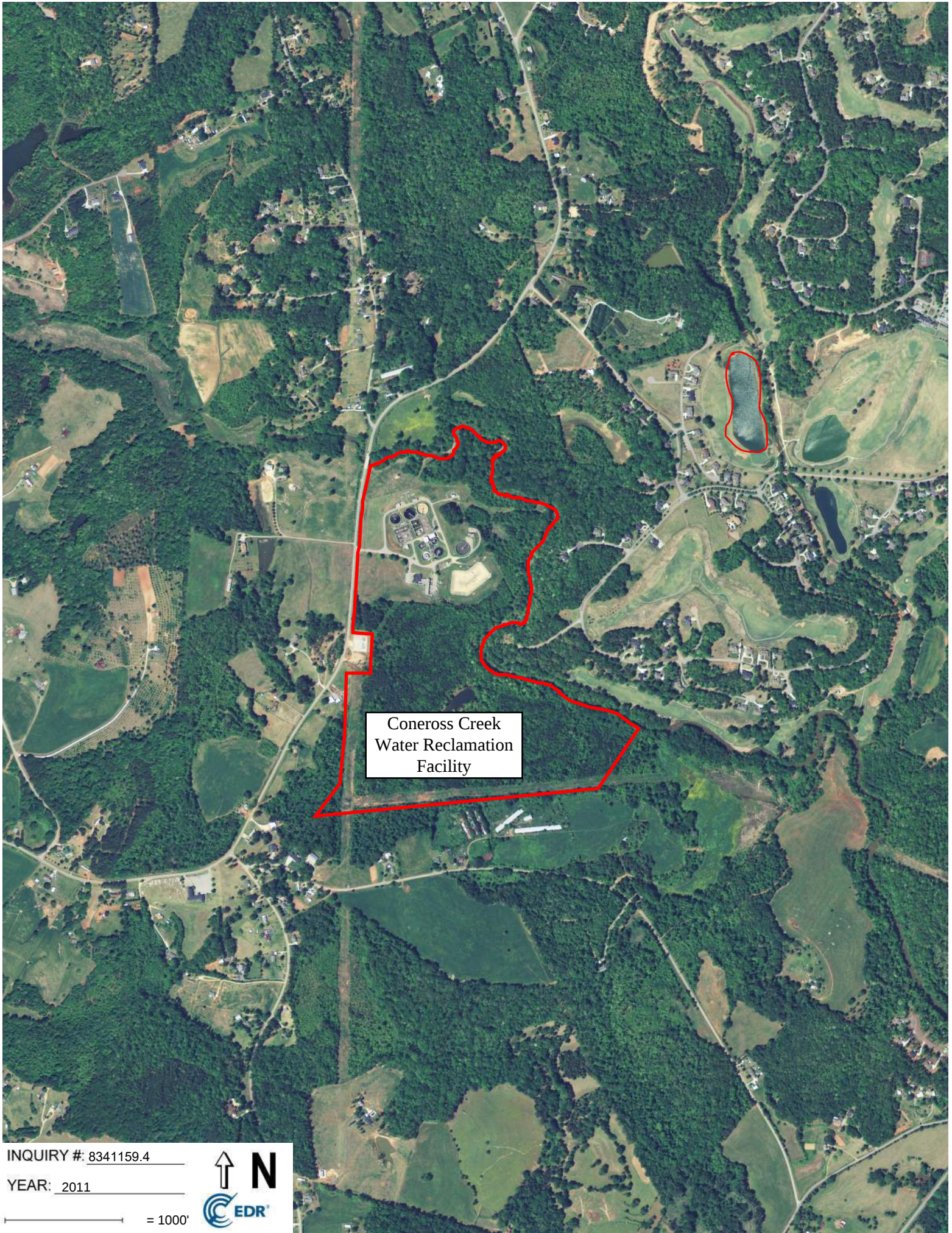


INQUIRY #: 8341159.4

YEAR: 2006

= 1000'





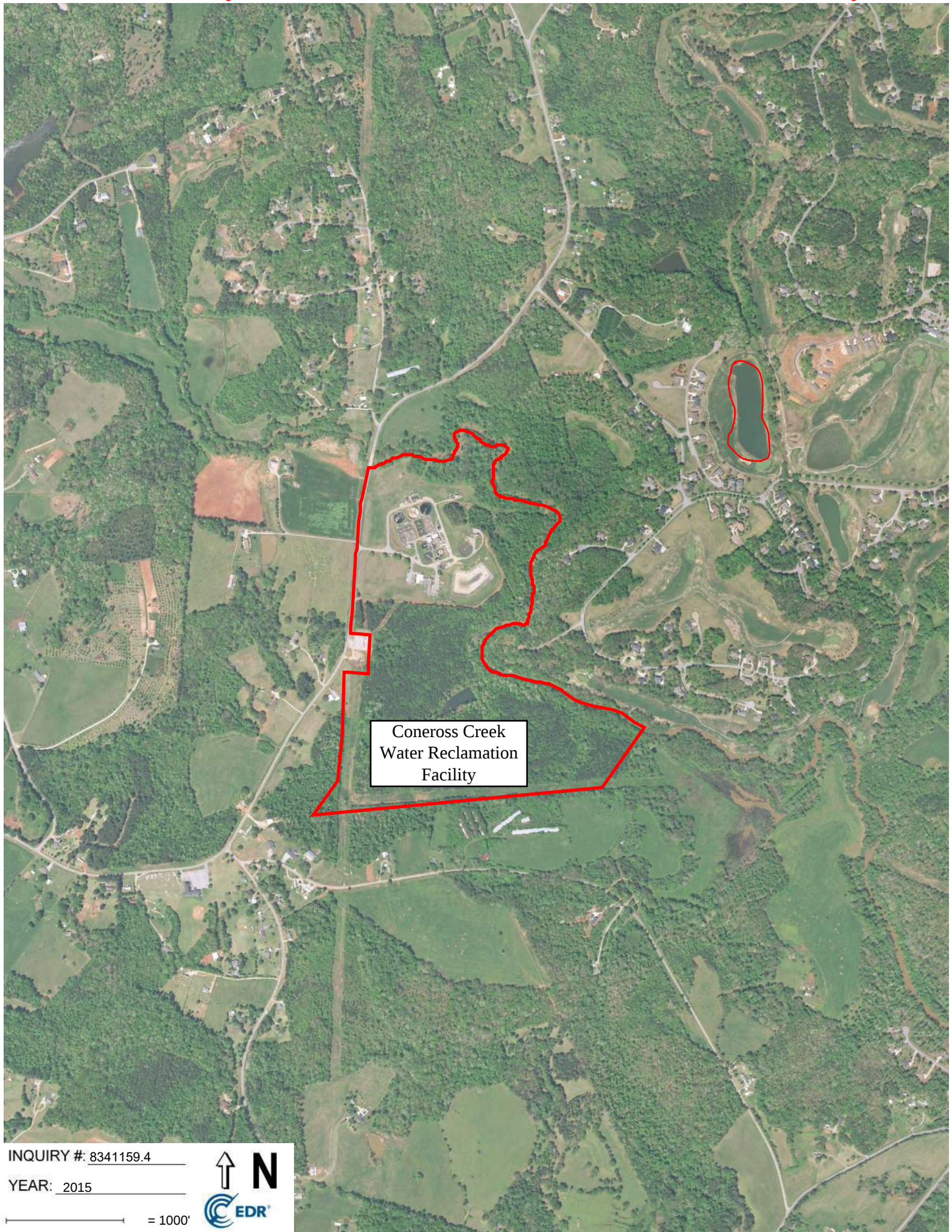
Coneross Creek
Water Reclamation
Facility

INQUIRY #: 8341159.4

YEAR: 2011

1" = 1000'





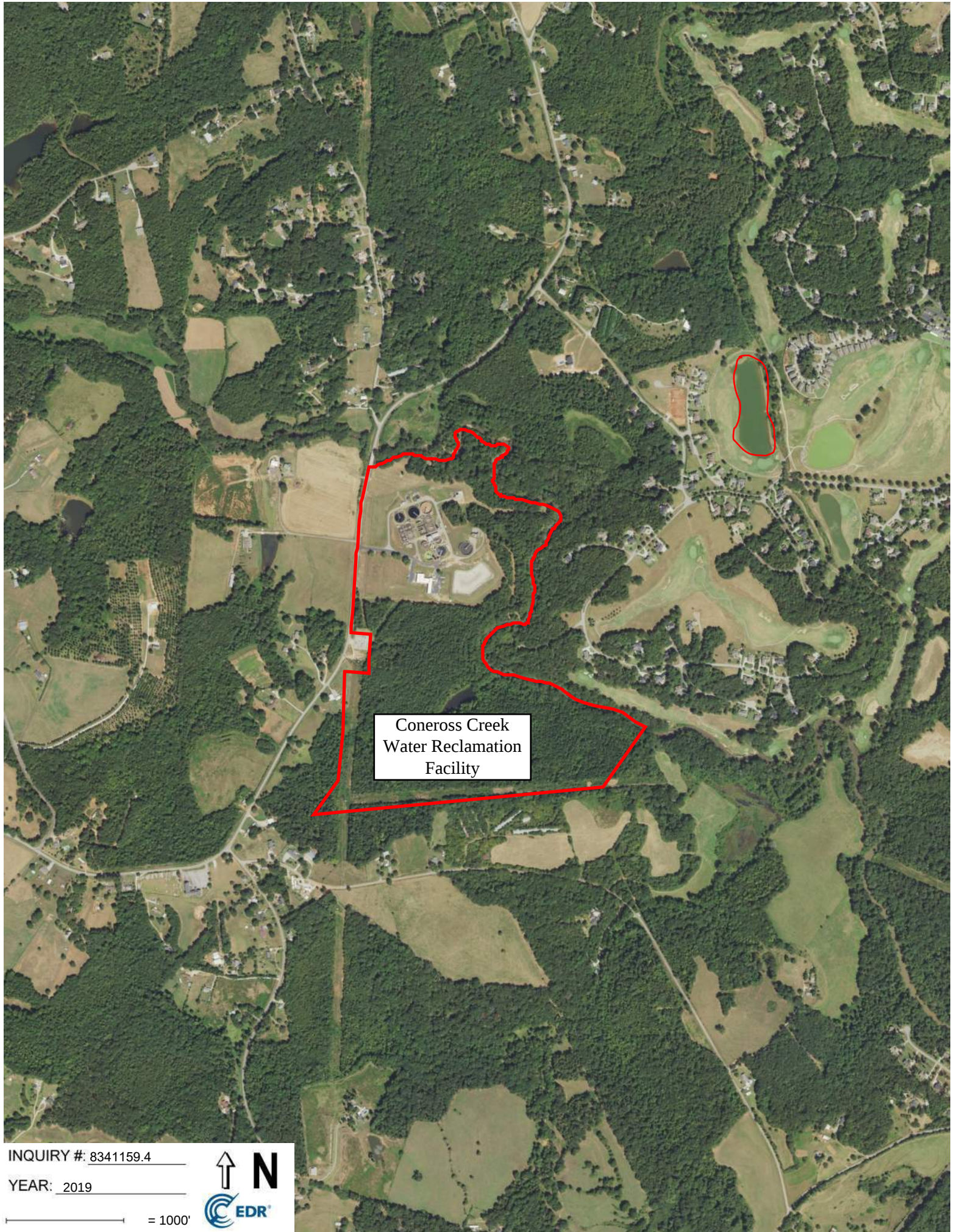
Coneross Creek
Water Reclamation
Facility

INQUIRY #: 8341159.4

YEAR: 2015

1" = 1000'



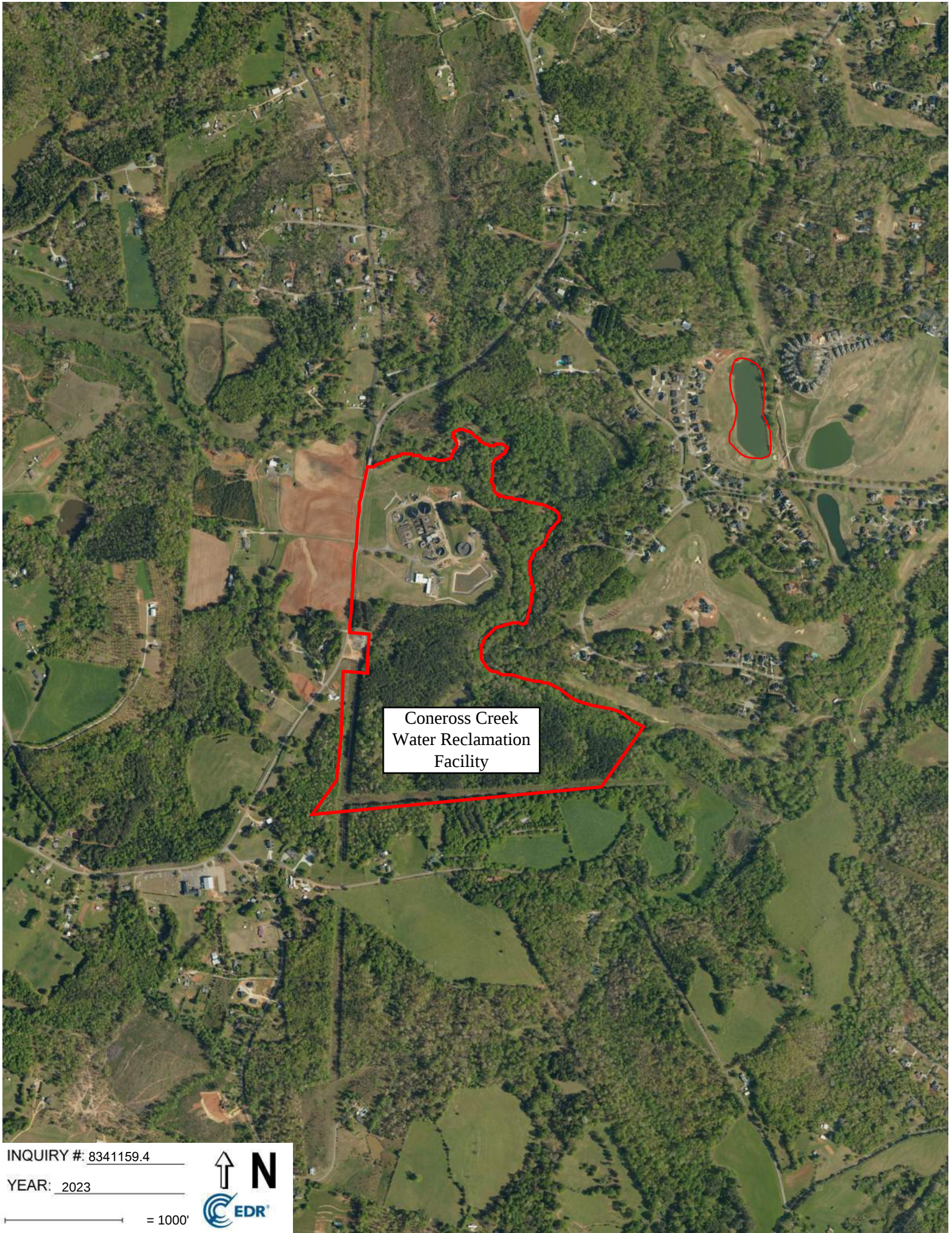


INQUIRY #: 8341159.4

YEAR: 2019

1" = 1000'





INQUIRY #: 8341159.4

YEAR: 2023

1" = 1000'





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ENCLOSURE 3

Wastewater Lagoon Closeout Documentation

STATE OF SOUTH CAROLINA)
)
 COUNTY OF OCONEE) AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of September, 1980, by and between Thrift Bros., Inc., hereinafter called "the Contractor", and OCONEE COUNTY, hereinafter called "the County".

WHEREAS, Oconee County desires to perform certain rehabilitation of municipal sewer lagoons and septic tanks located within its bounds, which facilities were previously operated by the towns of Walhalla, Westminster or Seneca; and

WHEREAS, pursuant to an invitation to bid, the Contractor has made a proposal which has been accepted by the County to accomplish this work;

NOW THEREFORE:

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the Contractor hereby agrees to undertake the completion, on behalf of the County, of that project described in the conditions, plans and specifications attached hereto and incorporated herein by reference, which generally encompasses the filling of lagoons and septic tanks formerly operated by the Towns of Walhalla, Westminster and Seneca, under the following terms and conditions:

I. SCOPE OF THE WORK

The Contractor agrees to furnish all labor, materials, equipment, and supplies necessary to complete the project and

work according to the conditions, plans and specifications which are attached hereto as Exhibit "1" and incorporated herein by reference.

II. ASSIGNMENT BY CONTRACTOR

The Contractor may not assign any portion of this Contract to any sub- or co-contractor, or to any other person, firm or corporation without the prior written consent and approval of the County.

III. COUNTY'S REPRESENTATIVE

The County's Representative with whom all contact shall be made by the Contractor shall be Mr. Steve Geddis, Director of the Oconee County Sewer Commission, EXCEPT, HOWEVER, representatives of each of the municipalities of Walhalla, Westminster and Seneca whose lagoons and/or septic tank facilities are being rehabilitated shall give advice and direction to the Contractor upon those matters within their special knowledge or control, i. e., removal of dirt from municipal lands, storage of timber and wood products, etc.

IV. INSURANCE

Prior to the commencement of any work to be done, and within five (5) days of the execution of these presents, the Contractor will furnish to the County evidence and proof sufficient to the County of the Contractor's public liability insurance coverage of not less than \$300,000/\$500,000, insuring third persons against loss to their property or for bodily injury by reason of negligence of the Contractor, its agents or employees. In addition,

the Contractor shall furnish to the County a copy of its workmens compensation insurance policy, covering employees of the Contractor.

V. SPECIAL CONDITIONS

The parties acknowledge that a major portion of the funding for this project shall be derived from Revenue Sharing Funds from the United States government; therefore, the Contractor agrees in every instance to comply with the provisions of the Davis-Bacon Act and the minimum wage rates provided therein, as well as all other federal, state, county or municipal laws, ordinances or regulations. The Contractor shall be required, where applicable, to obtain any licenses or permits for the accomplishment of the project.

VI. METHOD OF PAYMENT

The County agrees to pay to the Contractor upon completion of fifty (50%) percent of the work to be done, as estimated by the County's Representative, a sum equal to forty (40%) percent of the total bid price; that upon completion of an additional twenty-five (25%) percent of the work to be done as estimated by the County's Representative, there shall be paid to the Contractor an additional twenty (20%) percent of the bid price; and upon completion of the project according to the plans and specifications, the balance of the contract price shall be paid in full.

The total cost of the project to be paid by the County to the Contractor upon successful completion of the entire project

is the sum of One Hundred Forty Eight Thousand //(\$ 148,000.00) dollars.

Upon any progress payments and upon payment of the final installment of the bid price as provided herein, the Contractor shall provide and execute an Affidavit to induce the County to make such payments, which Affidavit shall state that the Contractor has paid or caused to be paid all employees, materialmen or suppliers on account of and by reason of labor, materials or supplies furnished to the Contractor for use in the pursuit of the project, and a covenant that there remains no outstanding indebtedness from the Contractor to any person, firm or corporation furnishing labor, materials or supplies.

VII. TIME OF COMPLETION

the Contractor shall commence the work to be done not later than 1 October 1980, and fifty (50%) percent of the work must be completed by not later than 1 November 1980, and the entire project not later than 1 December 1980. No extensions of time may be given by the County in the absence of a consent to such extension by the South Carolina Department of Health and Environmental Control.

VIII. ARBITRATION

If or in the event there should arise a dispute between the parties to this Agreement, the parties agree to submit any such dispute to arbitration by Piedmont Engineers and Architects, Inc., of Greenville, South Carolina, as "Arbitrator" and Umpire. The Arbitrator shall cause to be taken whatever testimony or

evidence it deems necessary in order to make a determination and resolution of the dispute, and its decision shall be binding upon both parties to this Agreement. Such decision shall include an assessment of costs of the arbitration.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof, have hereunto placed their Hands and affixed their Seals, this day and date first above written.

Signed, Sealed, and Delivered
in the Presence of:
(As to County)

OCONEE COUNTY ("County")

(SEAL)

J. Richard Fay
C.E. Aillard

By: James M. Ramsey, _____

Attest: Jim D. Orr, _____

As to Contractor)

Thrift Bros., Inc. ("Contractor")

Dina T. Ramsey

By: Jim Thrift, _____

Attest: _____, _____

EXHIBIT "1"



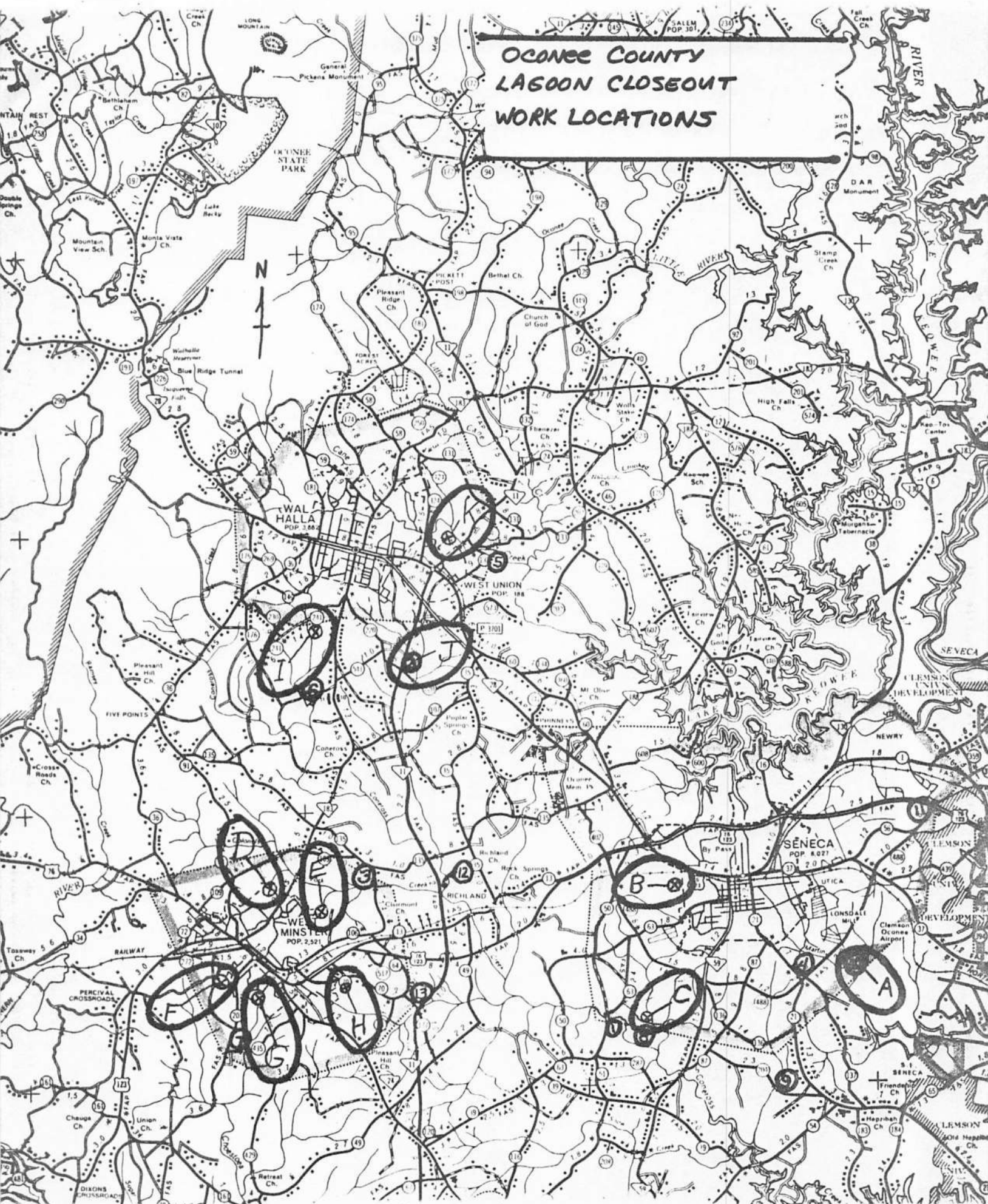
Oconee County Sewer Commission

Route 6, Box 525 • Seneca, South Carolina 29678

INVITATION TO BID - LAGOON CLOSEOUT

Oconee County invites all qualified bidders to submit sealed bids for the accomplishment of the following work: LAGOON CLOSEOUT - Cover sludge remaining in drained sewage lagoons with two feet of uncompacted earth. Leave each lagoon sloped in such a manner that free drainage will occur. Fill material to be obtained on site. Combined area of the nine lagoons is about 40 acres. Work is to be accomplished prior to December 1, 1980. Also included in the work is the demolition and filling of two concrete sewage treatment structures - one septic tank and one Imhoff tank. Specifications and additional information on the project may be obtained by contacting the offices of the Oconee County Sewer Commission, Route 6 Box 525, Seneca, SC, 29678; phone (803) 882-8097. A meeting with all interested contractors will be held beginning at 10:00 AM, 15 September 1980, at the offices of the Sewer Commission, secondary road 63 at Coneross Creek, to answer any questions about the project and inspect the work sites. Bids will be accepted until 2:00 PM on Wednesday, 17 September, 1980, at which time such bids will be publicly opened at the office of the County Purchasing Agent, W. Main St., Walhalla, SC. The lowest responsible bidder will be awarded the contract unless, in the opinion of the County, it is in the best interests of the County to award the contract to another party. The County reserves the right to reject any or all bids. Bids should be sent to "LAGOON CLOSEOUT, Oconee County Purchasing Department, County Mail Room, Walhalla, SC, 29691". The statement "Bid enclosed - do not open" should be prominently displayed on the bid envelope.

OCONEE COUNTY
LAGOON CLOSEOUT
WORK LOCATIONS



- A. Martin's Creek Lagoons - 10.35 acres - Fill to be obtained on site from hillside.
- B. Upper Perkin's Creek Lagoon - 9.84 acres - Fill to be obtained on site from hillside
- C. Lower Perkin's Creek Lagoon - 6.06 acres - Fill to be obtained as directed by the City.
- D. North Westminster Lagoon - 6 acres - Fill to be obtained from slope adjacent to lagoon.
- E. Westminster Beacon Lagoon - 0.9 acres - Fill to be obtained on site from hillside.
- F. Westminster Septic Tank - 30' x 40' x 12' (Approx. dimensions)
- G. Westminster Imhoff Tank - 30' x 20' x 15' (Approx. dimensions)
- H. Seed Farm Road Lagoon - 4.3 acres - Fill to be obtained on site.
- I. Flat Rock Lagoon - 0.58 acres - Fill to be obtained from lagoon dykes.
- J. East Fork Lagoon - 0.52 acres - Fill to be obtained from lagoon dykes.
- K. Walhalla Sangamo Lagoon - 0.99 acres - Fill to be obtained from lagoon dykes.

INSTRUCTIONS TO BIDDERS

1. BID RECEIPT AND OPENING.

Oconee County will accept sealed bids to accomplish the work described herein in accordance with the attached "Invitation to Bid - Lagoon Closeout"

2. FORM OF BID.

Bids should be typewritten on official company letterhead and should state the total cost to the County for the accomplishment of all work and other conditions described herein. Bids must be signed by the principal company official (Owner, president, chairman of the Board, etc.) and such signature should be witnessed. All bidders must be licensed contractors in the state of South Carolina. Bid will be a lump sum.

3. SUBCONTRACTS.

Any subcontractor employed by the successful bidder must meet all applicable sections of these documents. The subcontracting of any work will not release the successful bidder from his responsibilities to accomplish all work in accordance with the plans and specifications. Subcontractors must be approved by Oconee County.

4. TIME TO COMPLETE WORK.

Bidder must agree to commence work on or before 1 October 1980. Bidder guarantees that sufficient resources will be allocated to the job to:

1. Complete work on any lagoon of his choice within two weeks of his commencing work;
2. To have 50% of the work (as measured by acres covered) accomplished by 1 November 1980;
3. To have the work completely finished by 1 December 1980.

5. NOTICE OF SPECIAL CONDITIONS.

This project is expected to be funded in part or in whole with U.S. Government Revenue Sharing Funds. Contractors bidding will comply with wage rate and other provisions of the Davis-Bacon Act and will carry workman's compensation insurance and public liability insurance as required by law.

6. LAWS AND REGULATIONS.

All applicable Federal, State, County and Municipal laws, regulations or ordinances as well as rules and regulations of all other authorities having jurisdiction over such projects shall apply and will be considered as a part of the conditions of the contract the same as if they were herein written. The contractor is responsible to obtain any licenses or permits required for the accomplishment of the project.

7. OBLIGATION OF THE BIDDER.

At bid opening, it will be agreed that all bidders have inspected all job sites and these specifications and contract documents and will have satisfied themselves concerning their contents. The failure of any bidder to have examined anything relevant to the project will in no way relieve the bidder of his responsibilities regarding his bid. Bids may not be withdrawn for 45 days after bid opening date.

CONDITIONS, PLANS AND SPECIFICATIONS

In addition to provisions found in the Instructions to Bidder, the following will apply.

1. CONTRACTOR RESPONSIBILITY

Contractor assumes all responsibility for successful prosecution and completion of the project and warrants he will hold the owner blameless for any actions, claims or disputes arising from his accomplishment of the work which may not be directly attributable to actions by the owner.

2. LAGOON CLOSEOUT REQUIREMENTS

Fill dirt free from wood, stumps or rocks having any dimension greater than six inches will be used to cover the sludge and other materials found on the bottoms and banks of the lagoons. This fill will be at a minimum of two feet in uncompacted depth over the sludge. Where compaction occurs, due to equipment operation, additional fill will be applied to achieve the two foot minimum. Fill greater than the two foot minimum may be required in some areas to achieve proper drainage. Fill will be obtained first from existing lagoon dykes, from adjacent areas in town property as indicated and directed by the utilities superintendent of the respective town. Any timber removed from the borrow areas will be cut to 17 foot lengths and stacked in a location designated by the utility superintendent. All slash and other vegetation removed from the borrow site will either be completely burned and incorporated in the fill material or be removed by the contractor for other disposition he might arrange.

The end result of the fill operation will be a slightly bowl shaped depression with drainage provided to the naturally occurring drainage area adjacent to the site. All slopes on both the borrow and fill areas will be as gradual as is practicable and will merge gradually with the existing landscape.

Drainage from the closed lagoon will be through an opening in the dyke or its remains of at least 40 feet in width sloped from the lagoon to the existing drainage area at a 2% slope and being essentially level in the direction 90 degrees from the direction of the slope. Such controlled slope should be prepared on a 70 foot radius from the center of the opening inside and outside of the lagoon dyke crest. The entire drainage opening area and controlled slope area should be planted immediately upon establishment as follows:

Total area to be grassed is 9 sites x 70' radius circle + 2 sites (Imhoff tank and septic tank) x 25' radius circle = 3.3 acres.

a. The seed bed will be prepared and planted in accordance with local soil conservation district recommendations, to include 1½ ton/acre agricultural grade lime incorporated in the seed bed, 1000 lb/acre 10-10-10 fertilizer to be incorporated in the seed bed, seed to be applied at the following rate:

8 lbs rye (annual), 40 lbs Kentucky 31 fescue, 60 lbs unscarified sericea lespedeza per acre.

Seed shall be certified at 90% or better purity and having 80% or better germination in conformance with State law.

b. After seed is scattered and covered, 2 tons straw mulch per acre will be placed over the seed beds.

Completion of the work will find the entire area left smooth and free from low places and ruts which would trap water. All equipment and project related garbage and debris will be removed from the site and properly disposed of. Any fence material found on the site will be removed by the contractor and properly disposed of.

page 8 of 9

3. IMHOFF TANK AND SEPTIC TANK CLOSEOUT REQUIREMENTS.

Walls of the structures will be demolished to prevent water accumulation in the structure. The entire lower wall of each structure should be demolished and deposited within the structure. All concrete two feet from final grade and above should be demolished and deposited within the structure. The entire structure will be filled with dirt obtained from other Westminster sites and the surface of the fill should be level with existing land surfaces. The fill surface should be smoothed and slightly sloped to permit ready drainage. Cleanup should be as specified in Lagoon Closeout Requirements. Grassing will be as specified in Lagoon Closeout Requirements except the grassed area will be a 25' radius structure (approx) to include the entire filled structure.

4. TERMINATION.

Oconee County reserves the right to terminate this contract if it appears that the contractor is not making a good faith effort to complete the work or if scheduled suspense dates are not met due to failure of the contractor to allocate sufficient men and machinery to the project. Termination notification will come in the form of a certified letter from the office of the Supervisor of Oconee County. If termination is required, no additional payment to the contractor will be made beyond those made prior to the date of termination.

5. PAYMENT.

Payment will be made to the contractor upon his written request in accordance with the following schedule:

As measured by acres satisfactorily covered:

- a. 40% of the total bid payment may be requested when 50% of the work has been covered.
- b. An additional 20% of the total bid payment may be requested when 75% of work has been covered.
- c. The remaining 40% of the total bid will be paid when the work is finally accepted and written certifications of acceptance are delivered to the office of the Supervisor of Oconee County from the utility superintendents of Seneca, Walhalla, and Westminster.

South Carolina Department of Health and Environmental Control

NOV 9 1981

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BOARD

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2600 Bull Street
Columbia, S. C. 29201

Environmental Quality Control Office
P. O. Box 1906, 220 McGee Road
Anderson, S. C. 29622
Telephone: 225-3731, Ext. 211

November 5, 1981

Mr. Jerry Balding
Seneca Light & Water
P. O. Box 773
Seneca, S. C. 29678

Re: Lagoon Close-outs
Town of Seneca
Oconee County

Dear Jerry,

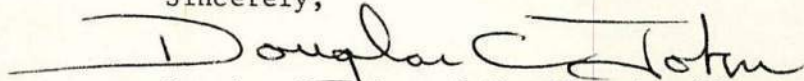
An inspection of the three (3) closed Town of Seneca lagoon sites was conducted on October 29, 1981 with assistance from Mr. Steve Geddes. The following is a summary of discrepancies and/or corrections required:

- 1) Upper Perkins - Severe ponding of surface water. Entire surface requires final grading to ensure water runoff.
- 2) Martins Creek - Ponding of water over many areas of the site. Proper drainage must be attained.
- 3) Lower Perkins - Good condition
No additional work required.

These items should be completed by December 1, 1981.

Thanks for your cooperation.

Sincerely,



Douglas A. Johns, P.E., District Director
Appalachia I District

DCJ:bd

cc: Bob King
Steve Geddes ✓
Steve Thomas

South Carolina Department of Health and Environmental Control

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2600 Bull Street
Columbia, S. C. 29201

Environmental Quality Control Office
P. O. Box 1906, 220 McGee Road
Anderson, S. C. 29622
Telephone: 225-3731, Ext. 211

December 30, 1981

Mr. Jerry Balding
Seneca Light & Water
P. O. Box 773
Seneca, S. C. 29678

Re: Wastewater Facility Close-out
Town of Seneca
Oconee County

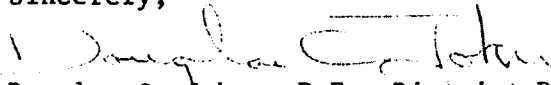
Dear Mr. Balding:

On December 29, 1981 a follow-up inspection was conducted of the three (3) closed Town of Seneca wastewater treatment facilities. The inspection was conducted with the presence of Mr. Steve Geddes, Oconee County Sewer Commission and Mr. Mike Sanders of Thrift Brothers. All three lagoons have now been properly closed and meet the requirements of South Carolina Department of Health and Environmental Control Regulation 61-82; Proper Close-out of Wastewater Treatment Facilities.

This office recommends that any immediate future use of the lagoons' surface area be seriously evaluated prior to any facility construction. Some future settlement might possibly occur due to the consistency of the underlying sludge layer, however, settlements should pose no health oriented problems.

This office appreciates the cooperation of the Town of Seneca and Oconee County shown during this endeavor.

Sincerely,


Douglas C. Johns, P.E., District Director
Appalachia I District

DCJ:bd

cc: Steve Thomas
Bob King
Steve Geddes ✓
Mike Sanders

Producer Price Index by Commodity: Special Indexes: Construction Materials

Updated: September 10, 2026 11:56 AM CDT

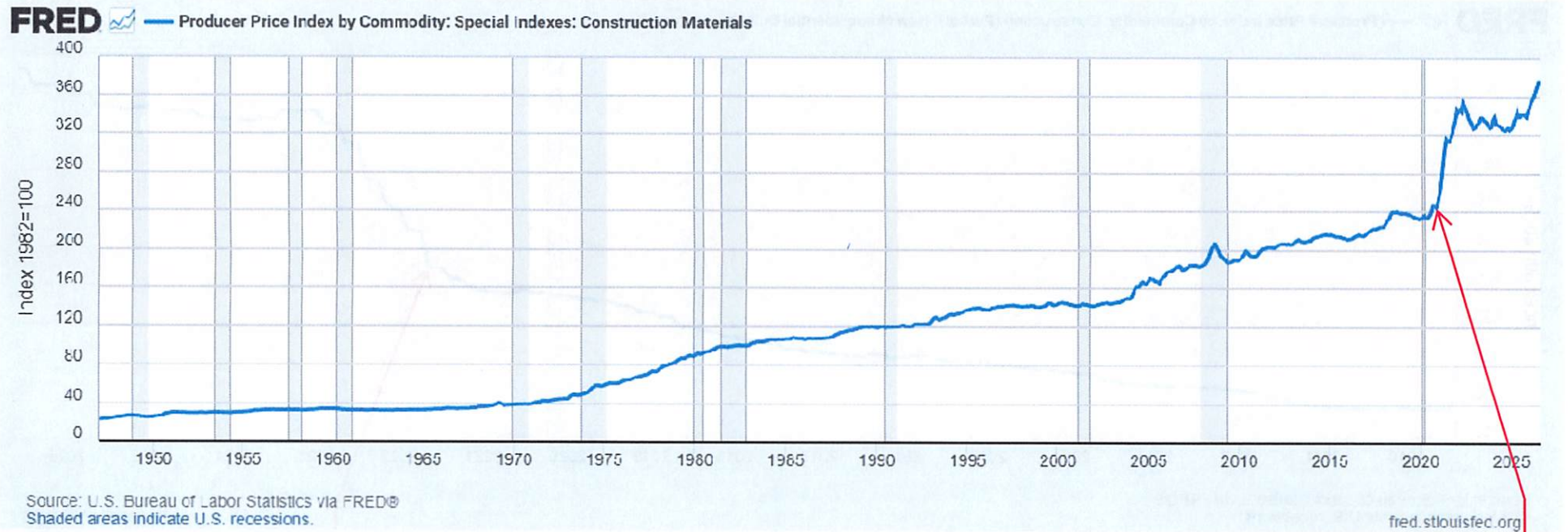
<https://fred.stlouisfed.org/series/WPUSI012011#>

Federal Reserve Bank of St. Louis - Federal Reserve Economic Data (FRED)

Index 1982=100,

Not Seasonally Adjusted

(Shaded areas include U.S. recessions)



Nov 2020

Producer Price Index by Commodity: Construction (Partial): New Nonresidential Building Construction

Updated: September 10, 2026 11:55 AM CDT

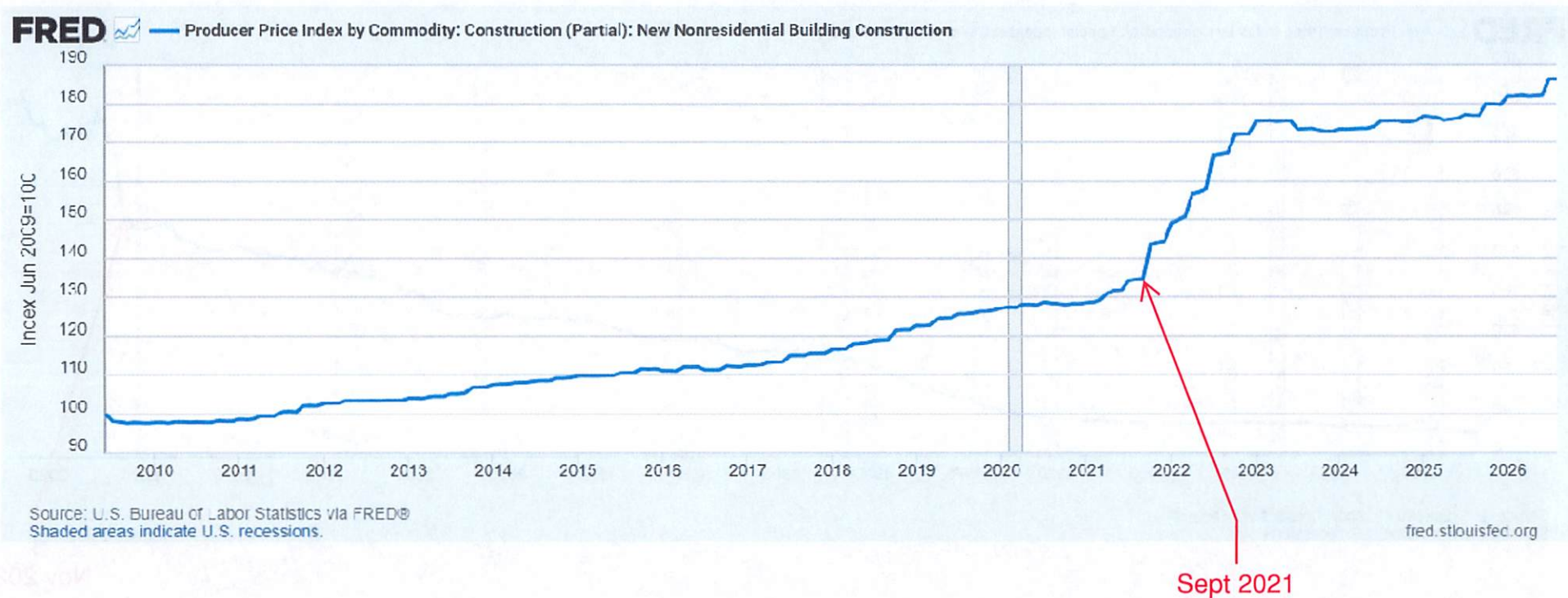
<https://fred.stlouisfed.org/series/WPU801#>

Federal Reserve Bank of St. Louis - Federal Reserve Economic Data (FRED)

Index Jun 2009=100,

Not Seasonally Adjusted

(Shaded areas include U.S. recessions)





Oconee Joint Regional Sewer Authority

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

OCONEE JOINT REGIONAL SEWER AUTHORITY Ad-Hoc Reconstitution Committee and Executive Committee September 10, 2026

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

Commissioners/Committee Members that were present:

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

Committee Members that were not present:

- Glenn Hart, Oconee County Councilman
- Celia Myers (City of Walhalla)

OJRSA appointments and staff present were:

- Amanda Kelley, Records Clerk

Others present were:

- None

A. Call to Order – Mr. Bronson called the meeting to order at 9:08 a.m.

B. Approval of Minutes

- **Ad Hoc Reconstitution Committee and Executive Committee Meeting of August 13, 2026**
Mr. Moulder made a motion, seconded by Mr. Bentley, to approve the August 13, 2026 meeting minutes as presented. The motion carried.

C. Committee Discussion and Action Items

- 1. Status Update on Financial Studies** – Mr. Mettlen started she met with Raftelis, and they are finalizing the study. There's been a lot of progress and a draft will be ready for the October meeting. Mr. Jones added it will not be completed until everyone has an opportunity to give comments and input.
- 2. Discussion of Continued County Participation (Exhibit A)** – Mr. Flynn provided an update regarding Oconee County's continued participation in the reconstitution process. He reported that the OJRSA Board had directed that a letter be sent to Oconee County advising that its participation in the two ongoing studies could affect its permanent position on the Reconstitution Committee and future reconstituted board, with a response requested by September 15, 2026. The county administrator, Mr. Stewart Jones, responded that the County was continuing its due diligence and requested additional time to evaluate participation rather than confirming its intent to participate and pay its share of the project costs. Mr. Flynn noted concerns regarding the County's level of participation and responsiveness throughout the approximately 18-month process.

The Committee reviewed memoranda prepared by Ms. Amidon documenting the County's participation, communications, meeting attendance, and opportunities provided to the County to obtain information and provide input. The documents were intended to establish a record of the efforts made by the Reconstitution Committee, Executive Committee, and consulting team to engage the County. The materials were presented for informational purposes and were to be attached to the meeting minutes in draft form for review and correction as appropriate.

The Committee also discussed the treatment of County assets and costs if the County does not participate in the reconstitution. Ms. Mettlen noted that Raftelis had been directed to not perform additional work related to the County and that the draft report would not include County assets at that time as the County does not own many assets. The Committee discussed whether County customers would remain subject to applicable rate-study costs and future capital improvements and indicated that, if the County does not participate, its system could remain a satellite system rather than having its assets incorporated into the reconstituted authority. Mr. Eleazer stated the letter sent to the County is included in the packet along the County's response.

Ms. Amidon passed out two documents (*made a part of these minutes*). The first document is an overview of the County's participation in Reconstitution Committee. The second document is a communication log between the Committee and the County, noting when a response was requested and when there was no response received from the County. Mr. Bronson reiterated the efforts put toward the County's involvement, West Union, and all parties were fair and equal to creating a new governing sewer system to operate at a higher function. Ms. Amidon stated these documents were presented as information only, and if anyone had any edits, to let them know, and they would incorporate the changes.

Mr. Bronson and members discussed whether the County should continue as a voting member of the Committee or be moved to a non-voting role while remaining welcome to participate. Members expressed the importance of maintaining progress on financial studies and avoiding further delays. Ms. Mettlen added that the reason Oconee County was involved was that, when the original study began, the County explicitly stated they wanted to be a member and the ability to participate in this effort.

Mr. Moulder made a motion, seconded by Mr. Eleazer, to submit the compiled information and supporting documentation to the OJRSA Board for its consideration and decision regarding the County's lack of participation, including whether the County should remain a voting member. The motion carried.

- 3. Next Steps for Reconstitution** – Mr. Flynn stated there is nothing to be done until reports are back from Raftelis and First Tryon, because the OJRSA cannot pitch consolidation or conveyance of the assets until the OJRSA knows what things are worth and how it will affect the rate base. Ms. Amidon went over PowerPoint slides of options (*made a part of these minutes*).

The Committee reviewed an updated options graphic reflecting the post-legislation environment. The options include maintaining the status quo; proceeding with reconstitution through updated sewer use agreements and changes to membership; full consolidation in which collection systems and treatment would be placed under one entity; partial consolidation in which entities retaining their systems would become contract wholesale customers; and an option in which all entities become contract wholesale customers. Privatization or transfer to an outside third party was also acknowledged as a theoretical option but was not pursued because the feasibility-study discussions indicated that committee did not favor an external third-party provider.

Mr. Bronson agreed that the options have been narrowed to several viable alternatives and that the updated graphic provides a useful framework for future discussions. Mr. Moulder said that any of the four options could work. Ms. Amidon agreed that receipt of the Raftelis study will be important before making decisions concerning asset conveyance, rates, and the ultimate structure of the system; however, members also discussed the need to avoid allowing the entire process to remain stalled while awaiting the studies.

Attention was given to the composition and governance of the future OJRSA board by Ms. Mettlen since legislation had passed. Members generally agreed that the board structure should be addressed separately from the ultimate decision regarding consolidation or conveyance because a change in board composition is necessary regardless of which system-ownership option is eventually selected.

Mr. Flynn led discussion centered on the three principal governance alternatives: maintaining the existing structure; adopting a revised board structure under which the municipalities continue appointing members while establishing restrictions on officers, employees, and ex-officio members serving on the board; or transitioning to a structure involving recommendations from the legislative delegation and appointments by the Governor, consistent with the legislation and the structure of other special-purpose districts.

The Committee discussed the number and qualifications of board members, including the statutory requirement that at least one board member reside within the service territory of each authority member participating in the organization. The Committee further discussed the procedural requirements for implementing reconstitution, including whether resolutions, ordinances, amendments to sewer use agreements, or other formal approvals would be necessary.

Because as many as three to six governing bodies could ultimately be involved, members emphasized the importance of determining the required approval process, developing appropriate language, and understanding the anticipated timeline while the Committee awaits the feasibility reports.

Mr. Flynn explained that the ultimate decision concerning conveyance of collection and conveyance assets will significantly affect the structure of sewer use regulations and the responsibilities of OJRSA and any entities retaining their systems. If OJRSA becomes the owner of the conveyance assets, it would operate as the exclusive sewer provider and would establish its own sewer use regulations; if individual entities retain portions of their conveyance systems, additional regulatory and governance complexities would remain.

The Committee, therefore, recognized that asset ownership and conveyance remain major unresolved questions, while also agreeing that board governance can be advanced independently. Members supported beginning work on the board reconstitution approval documents and developing a more detailed roadmap rather than waiting for all other decisions to be resolved. The proposed roadmap would identify the major decisions, explain the implications of each option, establish a logical sequence or critical path, and assign approximate target dates that could later be refined.

Mr. Jones discussed the possibility of developing a board succession or selection standard operating procedure (SOP) to provide a consistent process for identifying qualified individuals for appointment while recognizing that the formal recommendation authority would remain with the legislative delegation and appointment authority with the Governor. It was suggested that the legislative delegation be consulted regarding any proposed SOP so that its members could provide input and be comfortable with the process.

The Committee discussed presenting the governance options to the participating city councils in a simplified and compartmentalized manner so that elected officials could consider the board structure decision independently of the more complex asset conveyance and consolidation questions. Mr. Moulder and Mr. Bronson agreed to organize a separate meeting involving representatives of the participating city councils and the Town of West Union, with the mayors and an additional council representative from each city participating without the need for the facilitation team. The purpose of the meeting will be informational and will provide an opportunity to explain the legislation, outline the available governance options, discuss the anticipated decision-making process, and obtain feedback before formal action is requested.

Mr. Flynn will prepare a concise PowerPoint presentation describing the process and the three primary board governance options, along with the subsequent decisions that will be required. Mr.

Jones emphasized that the presentation should clearly identify the decisions required. Mr. Bronson added it should identify the process so that the councils understand that the reconstitution effort requires a sequence of decisions rather than a single action. Ms. Mettlen added that she supported decoupling this into a different conversation.

The Committee also discussed whether the Appalachian Council of Governments (ACOG) board should eventually be asked to provide an acknowledgment or endorsement of the governance approach, noting that input from county representatives and the ACOG could provide additional support for the process, although the ACOG has traditionally relied on local entities to provide direction on matters specific to Oconee County. Mr. Bentley stated that ACOG does not take the lead in such matters; it generally relies on the entities to give guidance as to what is desired, and ACOG will support it.

Mr. Eleazer gave the Committee an update concerning Walhalla, including its vacant seat and the anticipated swearing-in of its new City Administrator, Mr. David Poulsen. Members agreed that Ms. Amidon should provide the new administrator with selected prior memoranda and background information to bring him up to speed. The Committee also discussed whether future committee appointments should be handled through a blanket approval process rather than approving individual names whenever municipal representatives change.

The Committee concluded the discussion by recognizing that the immediate priority is to advance the board reconstitution component, continue preparation of the necessary approval materials and council presentations, and await the Raftelis and First Round reports before making decisions concerning the ultimate structure, rates, asset values, and conveyance of the regional sewer system.

- 4. Communication with Elected Officials and Leadership** – Ms. Amidon reviewed the status of communications and action items related to elected officials and leadership. She noted that four communication memoranda had previously been distributed and that, at the Committee's request, future potential memo topics are identified at the bottom of each memorandum.

Several previously identified topics, including order of operations and the actions that would follow the Raftelis study, remain on hold pending receipt of the Raftelis study results. The next communication memorandum will instead address the recent passage of the legislation, explain what the legislation means for the reconstitution process, outline the potential paths forward, and provide a recommended timeline and target dates for the major decisions.

The memo is intended to support the members' upcoming discussions with their respective councils and elected officials. The facilitation team will provide members with approximately five business days to review the memorandum before it is finalized.

The Committee discussed the timing of upcoming council discussions, with the goal of holding a meeting during the first or second week of October. Members indicated that the meeting would likely be held in the evening and would provide an opportunity for a general discussion with elected officials regarding the reconstitution process. It was also suggested that the memorandum include a general description of the proposed board composition and identify the current direction being considered so that elected officials understand the governance issue before the meeting. Mr. Flynn and the facilitation team will also prepare several PowerPoint slides to supplement the memorandum and facilitate discussion with the councils.

The target date for providing the memorandum to Committee members was discussed as approximately September 25, allowing the members the final week of September to review the material, although the facilitation team indicated that it would begin preparing and distributing the material as soon as possible. Ms. Amidon noted that the memorandum would need to remain concise while still providing sufficient detail, with a goal of approximately two pages, and that Mr. Flynn would assist with refining the language. Members were asked to identify any additional communication topics or changes that should be addressed.

The Committee also reviewed the stakeholder communication distribution list. Members identified the need to remove individuals who are no longer serving in their respective positions,

including the former Walhalla council representative who resigned, and to add the appropriate new leadership as changes occur. It was noted that the vacant Walhalla position would not be filled until November.

Committee members confirmed that Mr. Josh Riches should remain on the communication list and discussed whether Mr. Ryan Thomas was also included. Ms. Amidon agreed to verify the list and make any necessary updates. She also indicated that the updated stakeholder list could be redistributed to all recipients as a reminder of who is currently receiving communications and to ensure the list remains current following the summer period.

D. Committee Member Discussion – None.

E. Adjourn – The meeting was adjourned at 10:14 a.m.

Upcoming Meetings

1. **Board of Commissioners** – Monday, September 14, 2026 at 4:00 p.m.
2. **Operations & Planning Committee** – Thursday, September 17, 2026 at 8:30 a.m.
3. **Finance & Administration Committee** – Tuesday, September 22, 2026 at 9:00 a.m.
4. **Board of Commissioners** – Monday, October 5, 2026 at 4:00 p.m.
5. **Reconstitution Committee & Executive Committee** – Thursday, October 8, 2026 at 9:00 a.m.

Approved By: _____

Kevin Bronson
Committee Chair

Date Approved: _____

Approved By: _____

Lynn M. Stephens
OJRSA Secretary/Treasurer

Notification of the meeting was distributed on August 7, 2026 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, SCDES, www.ojrsa.org, and posted at the OJRSA Administration Building.



Ad Hoc Reconstitution Committee and Executive Committee

OJRSA Operations & Administration Building
Lamar Bailes Board Room
September 10, 2026 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 August 13, 2026
- C. Committee Discussion and Action Items**
 - 1. Status Update on Financial Studies – Angie Mettlen, Facilitator
 - 2. Discussion of Continued County Participation: Funding for Studies and Role on Reconstitution Committee (Exhibit A) – Lawrence Flynn, OJRSA Counsel and Katherine Amidon, Facilitator
 - 3. Next Steps for Reconstitution – Lawrence Flynn, OJRSA Counsel and Katherine Amidon, Facilitator
 - 4. Communications with Elected Officials and Leadership: Feedback and Future Memo Requests – Katherine Amidon, 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.

- Board of Commissioners – September 14, 2026 at 4:00 PM
- Operations & Planning Committee – September 17, 2026 at 8:30 AM
- Finance & Administration Committee – September 22, 2026 at 9:00 AM
- Board of Commissioners – October 5, 2026 at 4:00 PM
- Reconstitution Committee and Executive Committee – October 8, 2026 at 9:00 AM



OCONEE JOINT REGIONAL SEWER AUTHORITY

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

August 14, 2026

Stewart Jones, County Administrator
Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29691

Via U.S. Mail -and- Email to
sjones@oconeesc.com

RE: Oconee County Participation in OJRSA Reconstitution; Payment of Agreed Study Costs

Dear Mr. Jones:

The Oconee Joint Regional Sewer Commission (the "Commission"), as the governing body of the Oconee Joint Regional Sewer Authority ("OJRSA"), has concerns about Oconee County's (the "County") ongoing participation in the OJRSA's reconstitution process, particularly in light of the County's recent refusal to pay its share of the cost for agreed-upon technical and financial studies that are essential to finalize the terms of the anticipated restructuring or reconstitution of OJRSA.

For many years the County has expressed a desire to be involved in OJRSA governance, and OJRSA has structured its proposed reconstitution process to include the County as an integral participant. The Ad Hoc Regional Feasibility Study Implementation Committee (the "Implementation Committee") was established by the Commission in November 2024, met monthly from December 2024 through June 2025, and was staffed with ten members, including County representation through former County Administrator Amanda Brock. The Implementation Committee's purpose was to review, discuss, and evaluate plans for restructuring OJRSA; in keeping with that mission, it issued a recommendation report in June 2025 with five major recommendations (the "Report").¹ Among those recommendations were that the County be added as a member of the reconstituted organization and that governance be reconstituted with representation involving the County.

Following dissolution of the Implementation Committee and as contemplated by the Report, OJRSA established an Ad Hoc Reconstitution Committee (the "Reconstitution Committee") to guide the initial implementation steps, and the County has continued to be represented on that committee—initially by Ms. Brock and more recently by Councilman Glenn Hart. Over more than a year of meetings, the parties have worked in alignment with the Report recommendations and with the County Council's subsequent support resolution. County Resolution 2026-04, dated March 3, 2026 ("Resolution 2026-04"), expressly acknowledges the need to evaluate potential coordination or consolidation opportunities, asset transfers, intergovernmental agreements, operational restructuring, or financial commitments, and further recognizes that technical evaluations and financial valuations of the collection systems, including debt, asset viability, and immediate capital, are essential to finalize the terms of systems transfers to OJRSA. The Report similarly emphasizes that technical and financial studies should be completed as soon as possible.

In this context, OJRSA is deeply troubled by the County's recent rejection of payment requests associated with the proposed studies to be performed by Raftelis and First Tryon, the consultants engaged to perform the required studies. On February 12, 2026, the Reconstitution Committee approved the initial Raftelis financial study invoice by unanimous vote, including the affirmative vote of Councilman Glenn Hart as the County's representative. The County has since declined to pay its share of the Raftelis invoice (and generally declined to provide any financial

¹ Note, the Report was publicly released at a meeting held at Tri-County Technical College on June 15, 2025. County Council attended the presentation and participated in a discussion about the findings of the Report.

support for the required studies).² We understand from recent communications between you and OJRSA's undersigned Executive Director that County Council was not aware of the financial obligation and that Councilman Hart lacked authority to commit the County. These developments are at odds with the collaborative framework the parties have followed and with the commitments espoused by the various reconstitution participants.

The Commission has discussed the practical implications of the County's nonpayment. The Commission prefers continued full participation and a voting role for the County, consistent with the Report and Resolution 2026-04, but we must ensure that voting members are aligned on the funding and execution of essential work products. If the County is unwilling to share in the costs of the studies necessary to advance the reconstitution work, the County's voting seat on the Reconstitution Committee will be eliminated by the Commission and the County will be shifted to an advisory-only role, similar to the current posture of the Town of West Union.

Accordingly, please provide a written response confirming the County's commitment to pay its allocated share of the Raftelis invoice, and future costs of both the Raftelis and First Tryon studies by Friday, September 11, 2026, so that the Commission may consider the County's position at its Monday, September 14, 2026 board meeting. If the County declines to pay its share, the County will be moved to an advisory-only role on the Reconstitution Committee (no voting seat) effective at or after the September 14 meeting. Further, if the County is moved to a non-voting position on the Reconstitution Committee, the Commission will deem such action to constitute the County's election not to be considered for future membership or participation in the reconstituted OJRSA and as the County's acknowledgment that it will not participate in the reconstituted Commission.

We value the County's partnership and invite its continued participation in all aspects of the reconstitution process, including consultant coordination, technical review, and the development of governance documents. The Reconstitution Committee's consultants, coordinated through Ms. Angie Mettlen of Ardurra, remain available to meet with County Council to present the study scopes, cost allocations, and anticipated deliverables, and to answer any questions regarding the proposed reconstitution of OJRSA. As you know, Ms. Mettlen and her team have made multiple attempts to coordinate such a meeting with County Council.

We appreciate your prompt attention to this letter and look forward to your written response by Friday, September 11, 2026.

Sincerely,

OCONEE JOINT REGIONAL SEWER AUTHORITY



Kevin Bronson,
Chairman



Christopher Eleazer,
Executive Director

C (via email) Mr. Glenn Hart, Oconee County Council
Ms. Bonnie Ammons, South Carolina Rural Infrastructure Authority
Sen. Thomas C. Alexander
Mr. Lawrence E. Flynn III, Esquire

² Note, it is anticipated that the County's share of the studies would be \$12,972.

**Oconee County
Administration****Stewart Jones
Administrator**

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone:
(864) 638-4245

E-mail:
sjones@oconeesc.com

COUNCIL

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
District III

Thomas James
District IV

J. Glenn Hart
District V

August 26, 2026

Kevin Bronson, Chairman
Chris Eleazer, Executive Director
Oconee Joint Regional Sewer Authority
623 Return Church Road
Seneca, South Carolina 29678

RE: Oconee County Participation in OJRSA Reconstitution; Payment of Study Costs

Dear Chairman Bronson and Mr. Eleazer:

I am writing in response to your August 14, 2026 letter regarding Oconee County's participation in the Oconee Joint Regional Sewer Authority ("OJRSA") reconstitution process and the requested payment of the County's share of the costs associated with the Raftelis and First Tryon studies. Oconee County appreciates the work that OJRSA and the Reconstitution Committee have undertaken and recognizes the importance of evaluating the future structure, governance, assets, financial obligations, and operational considerations associated with OJRSA. However, I believe it is important to clarify the County's understanding of the matters raised in your letter.

First, the County's participation on the Reconstitution Committee should not be construed as authorization for the County Administrator, or any individual County representative serving on the Committee, to incur an expenditure or otherwise commit County funds without appropriate authorization from Oconee County Council.

As your letter acknowledges, OJRSA understands that Oconee County Council was not aware of the financial obligation associated with the studies at the time the Reconstitution Committee approved the initial Raftelis invoice. The County Administrator nor any individual representative therefore does not have the authority to unilaterally commit County funds to that obligation.

Second, Oconee County Council's adoption of Resolution 2026-04 expressed support for evaluating potential coordination and consolidation opportunities and recognized the need for technical and financial evaluations as part of that process. That resolution should not be interpreted as an independent appropriation or authorization for the County Administrator to obligate County funds for expenditures that were not previously approved through the County's budget or other appropriate County authorization process.

**Oconee County
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Thomas James
District IV

J. Glenn Hart
District V

Accordingly, I am not in a position to provide the requested commitment that Oconee County will pay the approximately \$12,972 referenced in your letter. Any commitment of County funds will need to be considered and authorized through the appropriate County process.

That position should not be interpreted as a withdrawal from the reconstitution process. Oconee County remains interested in participating in discussions concerning the future of OJRSA and in evaluating potential governance, operational, financial, and infrastructure arrangements that may benefit the participating communities.

I also believe it would be beneficial for the County Council and OJRSA to have a clear understanding of the scope, cost, authorization, and expected deliverables associated with the studies before the County is asked to commit public funds. Oconee County would welcome the opportunity for the consultants and OJRSA representatives to meet directly with County Council to provide that information and answer questions regarding the work performed, the remaining scope of work, the allocation of costs among participating entities, and the anticipated use of the resulting reports.

With respect to the County's representation on the Reconstitution Committee, Oconee County would prefer that the County's voting status not be altered while these matters are being reviewed by County Council. Removing the County's voting representation before County Council has had an opportunity to consider the financial and substantive issues would, in my view, be premature.

I appreciate OJRSA's continued communication and its stated desire to maintain Oconee County's participation in the reconstitution process. I look forward to working with OJRSA, the Reconstitution Committee, and County Council toward a clear and mutually understood path forward.

Sincerely,

Stewart O. Jones, Administrator
Oconee County, South Carolina



AD HOC RECONSTITUTION COMMITTEE

Oconee County Participation Overview

The following provides a synopsis of Oconee County's participation on the Ad Hoc Reconstitution Committee from August 2025 to August 2026. Overall, the record shows Oconee County (County) moving from active early engagement to more sporadic participation by August 2026, despite adoption of a support resolution in March 2026. This memo has been prepared to document County representative attendance and to summarize meeting events and discussion pertinent to County participation as a stakeholder in the reconstitution process.

- **August 14, 2025**
 - Amanda Brock present. Active participant.
 - Confirmed County could meet October resolution schedule and discussed governance, valuation, and implementation questions.
- **September 11, 2025**
 - Amanda Brock present via Teams.
 - Explained County reassessment process, ordinance issues, septic data sources, and reported County questions regarding costs, rates, and future infrastructure.
- **October 9, 2025**
 - Amanda Brock absent.
 - County-related discussion focused on ordinance updates and responses to County questions.
- **November 13, 2025**
 - County seat vacant.
 - Matt Durham and Glenn Hart attended as guests.
 - Durham and Hart received updates and indicated a new representative would be appointed.
- **December 11, 2025**
 - Glenn Hart present.
 - Stated: "I wouldn't be here if Oconee County didn't support the resolution," but noted he could not commit County positions without Council consultation.
- **February 12, 2026**
 - Glenn Hart participated actively.
 - Asked liability questions related to consolidation and committed to bringing the resolution before County Council.
- **March 12, 2026**
 - Glenn Hart attended with Stewart Jones and Matt Durham.
 - County remained engaged, although facilitator one-on-one meetings had still not occurred.
- **April 9, 2026**
 - Glenn Hart present.



AD HOC RECONSTITUTION COMMITTEE

- Facilitators reported multiple emails and phone calls to Oconee County had gone unanswered for scheduling purposes. County was asked to clarify long-term participation and to schedule a meeting with facilitators.
- **May 14, 2026**
 - Glenn Hart present.
 - Quarterly report documented County adoption of support resolution on March 3, 2026. Facilitators reported they still had not completed their one-on-one meeting with County leadership.
- **August 13, 2026**
 - County representative absent.
 - Raftelis reported no County information had been received. OJRSA reported County rejected its share of study costs and discussed possible removal from future reconstitution ad hoc committee participation

Executive synthesis: The participation record reflects initial County engagement, a temporary vacancy, renewed but qualified participation by Council representation, and then a late-stage breakdown marked by Oconee County's lack of response to facilitator outreach, incomplete data coordination, and rejection of study cost sharing. Other Board members expressed concern and frustration with the County's change in participation, which led to discussion of removing the County from future reconstitution ad hoc committee participation.

More detailed summaries of each meeting, with notes focusing on County participation, can be found on the following pages.



AD HOC RECONSTITUTION COMMITTEE

August 14, 2025

County Representative: Amanda Brock (Oconee County) - Present.

Participation Summary: Amanda Brock actively participated throughout the meeting.

Major Contributions

Support Resolution

- Noted that County Attorney David Root would likely review the proposed resolution.
- Discussed possible revisions and standardization of resolution language.
- Confirmed that the proposed October 13, 2025 deadline was achievable for Oconee County.

Committee Structure

- Questioned whether committee membership reflected recommendations previously made by the Ad Hoc Feasibility Committee.
- Asked whether board representation had changed from the original recommendation.

Timeline

- Expressed concern regarding Oconee County's limited technical valuation information.
- Suggested she may abstain from certain votes because of limited County technical data.

Financial Evaluation

- Stated County Council appreciated the level of activity and discussion surrounding potential changes.
- Anticipated numerous future questions from County Council regarding reconstitution.

Legislative Changes

- Stated Oconee County was generally comfortable with proposed legislative changes and wanted the process to continue.



AD HOC RECONSTITUTION COMMITTEE

September 11, 2025

County Representative: Amanda Brock (Oconee County) - Present via Microsoft Teams.

Participation Summary: Active participant and one of the primary contributors during discussion of County-related issues.

Major Contributions

Property Tax Audits

- Explained County reassessment procedures and annual tax review process.
- Clarified how agricultural property classifications are monitored.

County Ordinances

- Explained County Attorney David Root's concerns regarding removal of historic sewer ordinance language.
- Noted County does not regulate sewer service because OJRSA serves that role.
- Agreed to discuss possible notations with the County Attorney.

Septic System Data

- Provided information regarding Friends of Lake Keowee Society and other organizations tracking septic failures.

Support Resolution

- Reported County questions included:
 - How reconstitution would function.
 - Cost impacts.
 - Future rates.
 - Equity between users.
 - Future infrastructure responsibilities.

"The questions included: how this is going to work, how much it will cost, what the rates will be, will the rates be equitable across the county, will there be zones, how will future infrastructure be considered, and how the cost right now will affect the County."



AD HOC RECONSTITUTION COMMITTEE

October 9, 2025

County Representative: Amanda Brock - Absent.

Participation Summary: No direct participation.

County-Related Discussion

- County ordinance update discussed.
- County questions had been incorporated into the reconstitution Q&A document.

DRAFT



AD HOC RECONSTITUTION COMMITTEE

November 13, 2025

County Representation: County seat vacant.

County Officials Present

- Matt Durham, County Council Chairman.
- Glenn Hart, County Councilman.

Participation Summary: County leadership attended despite vacant committee seat.

Major Contributions

- Durham reported meeting with OJRSA staff and receiving project updates.
- Requested copies of project materials.
- Reported County intended to appoint a new committee representative.



AD HOC RECONSTITUTION COMMITTEE

December 11, 2025

County Representative: Glenn Hart - Present. First meeting as County representative.

Participation Summary: Moderate participation.

Major Contributions

"I wouldn't be here if Oconee County didn't support the resolution."

However, Hart qualified the statement by noting:

"I cannot make any decisions without talking to the other council members first."

Issues Identified

- Resolution still had not been approved by County Council.
- Hart stated he had not yet received the latest version of the resolution.



AD HOC RECONSTITUTION COMMITTEE

February 12, 2026

County Representative: Glenn Hart - Present.

Participation Summary: Active participant.

Major Contributions

Liability Discussion

Asked significant questions regarding:

- Liability transfer.
- Sewer backup claims.
- Potential impacts on taxpayers after consolidation.

Support Resolution

Committee members expressed concern over County inaction on the resolution.

"there is still no written resolution from Oconee County that they want to participate."

Hart stated:

"there is a council meeting Tuesday night, and he will have it discussed during an Executive Session and will bring it back to this committee at its next meeting."

He later reported the resolution had been added to the upcoming County Council agenda.



AD HOC RECONSTITUTION COMMITTEE

March 12, 2026

County Representative: Glenn Hart - Present.

Additional County Officials Present

- Stewart Jones, County Administrator.
- Matt Durham, County Council.

Participation Summary: High level of County participation.

Major Contributions

- Participated in discussions regarding governance options.
- Requested recognition of County attendees.
- Asked questions regarding valuation studies.
- Participated in discussions regarding future structure options.

Notable Issue

Facilitators reported every entity had completed one-on-one meetings except Oconee County.



AD HOC RECONSTITUTION COMMITTEE

April 9, 2026

County Representative: Glenn Hart - Present.

Participation Summary: Moderate participation.

Significant Issue: Facilitators documented difficulty scheduling County meetings.

Facilitator Katherine Amidon has "tried through multiple emails and phone calls to request availability with Oconee County and has not gotten a response."

Angie Mettlen asked: "if Oconee County is going to stay in or not."

Hart suggested facilitators request an Executive Session with County Council but did not directly answer the question.



AD HOC RECONSTITUTION COMMITTEE

May 14, 2026

County Representative: Glenn Hart - Present.

Participation Summary: Limited.

Major Development: Quarterly report documented "Oconee County – March 3, 2026" as the date the County adopted the support resolution.

Continuing Issue

Facilitators reported "still has not yet met with Oconee County." Despite resolution adoption, the one-on-one County meeting remained outstanding.

DRAFT



AD HOC RECONSTITUTION COMMITTEE

August 13, 2026

County Representative: Glenn Hart - Absent.

Participation Summary: No participation.

Significant Issues Raised

Data Requests

Raftelis reported: "they have not received any information from Oconee County at this point and are moving forward with what the info they have."

Cost Sharing

Lawrence Flynn reported "Oconee County has rejected their share of the cost."

OJRSA Board Action

OJRSA board voted to send a letter advising that if the County remained unwilling to participate and fund studies:

- County would lose voting rights on the committee.
- County would be removed from consideration for membership on a reconstituted authority.

Kevin Bronson stated: "Oconee County wanted a seat on the board for a long time, and now that they have the opportunity, they don't want it anymore."



AD HOC RECONSTITUTION COMMITTEE

Oconee County Communication Log

Background

The below log is a brief list of key outreach activities directed at Oconee County for the purpose of engaging staff and elected officials to participate in the Oconee Joint Regional Sewer Authority reconstitution committee. This does not include participation during the Reconstitution Feasibility Study process. Note that this is not a comprehensive log of all outreach from the OJRSA Board and their members but does provide a summary for understanding the commitment of the OJRSA facilitation team and ad hoc committee to reach out to Oconee County to keep them engaged and informed.

When the phrase “Facilitation Team” is used, it is referring to Angie Mettlen, Joel Jones, and Katherine Amidon. When OJRSA is mentioned, communication came from one of the following persons: Amanda Kelley, Lynn Stephens, or Chris Eleazer.

When a response or participation was requested from Oconee County and none was provided that is denoted in **red**. When a response or participation was received that is denoted in **green**.

Communication Log

July 11, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams. Email includes attached agenda.

A Special Called Commission Meeting with Oconee County Council will be held Tuesday, July 15, 2025, at 4:00 p.m. at Tri-County Technical College – Oconee Campus located at 552 Education Way, Westminster, SC 29693 in the Multipurpose Room.

Note: The following Oconee County representatives were present at this meeting:

- Don Mize, Oconee Co. Council Dist. 3
- Glenn Hart, Oconee Co. Council Dist. 5
- John Elliott, Oconee Co. Council Dist. 1
- Tommy James, Oconee Co. Council Dist. 4
- Amanda Brock, Oconee County Administrator
- Jennifer Adams, Oconee Co. Council Clerk

August 7, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams

The Ad-hoc Reconstitution Committee will be held at 2:00 p.m. on Thursday, Aug 14, 2025.



AD HOC RECONSTITUTION COMMITTEE

August 8, 2025

Facilitation Team emails Amanda Brock the final report of the Ad Hoc Implementation Committee for review ahead of the first reconstitution meeting to be held August 14, 2025. Also included was a working draft of the draft legislative amendments.

August 13, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams. Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 2:00 p.m. on Thursday, Aug 14, 2025.

Note: Amanda Brock was in-person for the Aug 14 meeting

August 15, 2025

OJRSA emails Reconstitution Meeting invite to Amanda Brock through February 2026 for the second Thursday of every month.

August 15, 2025

OJRSA emails Amanda Brock the 20-year project list spreadsheet for OJRSA based on the Oconee County and Western Anderson County Sewer Master Plan report as well as a link to the report to be found here: <https://ojrsa.org/sewer-study/>

August 21, 2025

Facilitation Team emails Amanda Brock the draft supportive resolutions for supporting the reconstitution process. All other jurisdictions within OJRSA (Seneca, Walhalla, Westminster, and West Union) receive this draft for individual editing and adoption.

August 22, 2025

Kevin Bronson emails Amanda Brock encouraging her to document specific questions from County Council and Oconee County staff that the Reconstitution Committee can address and if possible to provide them ahead of time to the facilitation committee ahead of the September 11 meeting.

No Response from County

September 10, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams. Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Sep 11, 2025.

Note: Amanda Brock was virtual for the Sep 11 meeting



AD HOC RECONSTITUTION COMMITTEE

September 20, 2025

Facilitation Team emails Amanda Brock reminding her to send specific questions from County Council and Oconee County staff that the Reconstitution Committee can address with a formal Question and Answer document.

Amanda Brock responds on September 23, 2025 with the following: "My council's questions / concerns are of the "how" and "how much" variety. While specific questions may arise at a later date, at this point in time, they are very generalized as to the transition itself and how the costs may impact future budgets."

September 23, 2025

Facilitation Team replies to Amanda Brock asking for clarity about providing more specific questions as her response is broad.

October 3, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams.
The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Oct 9, 2025.

October 7, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams. Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Oct 9, 2025.

Note: Amanda Brock was not present for the Oct 9 meeting

October 16, 2025

Facilitation Team emails Amanda Brock providing access to the Oconee County SharePoint folder requesting review of the gathered County documents for the pending valuation and evaluation effort and requesting additional data be provided should anything else be available for review.

Amanda Brock responded on Oct 16 "thank you"

Note no additional information was provided

October 20, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams.
The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Nov 13, 2025.



AD HOC RECONSTITUTION COMMITTEE

November 10, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams. Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Nov 13, 2025.

Note: Amanda Brock was no longer employed by Oconee County at this time and the seat on the Reconstitution Committee was vacant for the Nov 13 meeting.

November 24, 2025

Facilitation Team emails Glenn Hart welcoming him to the Reconstitution ad hoc Committee providing access to the Oconee County SharePoint folder and forwarding the original email sent to Amanda Brock, former Oconee County administrator, on October 16, 2025 at the onset of the reconstitution ad hoc committee process.

No Response from County

December 5, 2025

OJRSA emails notice of committee meetings to Phil Shirley and Jennifer Adams.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Dec 11, 2025.

December 10, 2025

OJRSA emails notice of committee meetings to Phil Shirley, Jennifer Adams, and Glenn Hart. Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Dec 11, 2025.

Note: Councilman Glenn Hart was in-person for the Dec. 11 meeting.

December 12, 2025

Facilitation Team emails Glenn Hart and Phil Shirley confirming preferred communication list for reconstitution memos to be emailed moving forward.

No Response from County

January 6, 2026

Facilitation Team emails a second time Glenn Hart and Phil Shirley confirming preferred communication list for reconstitution memos to be emailed moving forward.

No Response from County



AD HOC RECONSTITUTION COMMITTEE

January 9, 2026

Facilitation Team emails Glenn Hart and Phil Shirley for a third time confirming preferred communication list for reconstitution memos to be emailed moving forward. All County Council member emails were listed in this email and proposed to be included:

Name: John Elliott

Email: district1@oconeesc.com

Name: Matthew Durham

Email: district2@oconeesc.com

Name: Don Mize

Email: district3@oconeesc.com

Name: Thomas James

Email: district4@oconeesc.com

Name: James Glenn Hart

Email: district5@oconeesc.com

Note: Chris Eleazer responded via email the same day adding Stewart Jones to the email thread as he started his role as Oconee County Administrator on January 5, 2026. The same day the Facilitation Team emails a response welcoming Stewart to his new role and requests any changes to the list, such as including the county clerk.

No Response from County

January 9, 2026

Facilitation Team emails Final Communication Memo #1

January 9, 2026

Facilitation Team emails out full communication list for reconstitution committee review and also Draft Communication Memo #2 for committee review. It was decided at the December meeting that drafts for these memos should be sent to the ad hoc committee for review starting with Memo #2.

No edits provided by the County

January 12, 2026

OJRSA emails notice of committee meetings to Stewart Jones, Phil Shirley, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Feb 12, 2026.

January 19, 2026

Facilitation Team emails Final Communication Memo #2



AD HOC RECONSTITUTION COMMITTEE

February 6, 2026

OJRSA emails notice of committee meetings to Stewart Jones, Jennifer Adams, Phil Shirley, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Feb 12, 2026.

February 10, 2026

OJRSA emails notice of Reconstitution Committee Meeting Agenda to Stewart Jones, Phil Shirley, Jennifer Adams, and Glenn Hart (to his council email and personal email address). Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Feb 12, 2026.

Note: Councilman Glenn Hart was in-person for the Feb. 12 meeting.

February 12, 2026

Facilitation Team emails Stewart Jones and Glenn Hart to set up a meeting as a follow-up action item to the Feb. 12 Reconstitution Committee meeting to meet with each jurisdiction within, and including, Oconee County. The same coordination was requested of Seneca, Westminster, Walhalla, and West Union.

No Response from County

February 12, 2026

OJRSA emails updated Reconstitution Meeting invite to Glenn Hart, Stewart Jones, Jennifer Adams, and Matthew Durham through December 2026 for the second Thursday of every month.

February 18, 2026

Facilitation Team emails Stewart Jones and Glenn Hart as follow up to the February 12 email.

No Response from County

March 5, 2026

Facilitation Team emails Stewart Jones and Glenn Hart as follow up to the February 12 and February 18 email.

No Response from County

March 6, 2026

Facilitation Team calls Stewart Jones and leaves a message as a follow up to the February 12 and February 18 email.

No Response from County



AD HOC RECONSTITUTION COMMITTEE

March 6, 2026

OJRSA emails notice of committee meetings to Stewart Jones, Phil Shirley, Jennifer Adams, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, March 12, 2026.

March 11, 2026

OJRSA emails notice of Reconstitution Committee Meeting Agenda to Stewart Jones, Phil Shirley, Jennifer Adams, and Glenn Hart (to his council email and personal email address). Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, March 12, 2026.

Note: Councilman Glenn Hart, Councilman Matthew Durham, and Stewart Jones were in-person for the March 12 meeting.

March 13, 2026

Facilitation Team emails Stewart Jones, Matthew Durham and Glenn Hart as a follow up to the March 12 meeting with the email history from Feb 12, 18 and March 5 requesting the opportunity to meet with the County.

No Response from County

March 19, 2026

Facilitation Team calls Stewart Jones and leaves a message as a follow up to the February 12, February 18, and March 5 email.

No Response from County

April 7, 2026

OJRSA emails notice of committee meetings to Stewart Jones, Phil Shirley, Jennifer Adams, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, April 9, 2026.

April 7, 2026 second email

OJRSA emails notice of Reconstitution Committee Meeting Agenda to Stewart Jones, Phil Shirley, Jennifer Adams, and Glenn Hart (to his council email and personal email address). Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, April 9, 2026.

Note: Councilman Glenn Hart was in-person for the April 9 meeting.



AD HOC RECONSTITUTION COMMITTEE

April 9, 2026

Facilitation Team emails Draft Communication Memo #3 for committee review.

No edits provided by the County

April 9, 2026

OJRSA emails notice of committee meetings to Stewart Jones, Phil Shirley, Jennifer Adams, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, May 14, 2026.

April 14, 2026

Facilitation Team emails Stewart Jones and Glenn Hart a SharePoint file that contains the data already gathered from the feasibility study and a request for additional items needed from the County for the analysis to be completed by Raftelis and First Tryon. The email specifies that May 8th would be the deadline for these items.

No Response from County

April 16, 2026

Facilitation Team emails Stewart Jones, Matthew Durham and Glenn Hart a request to meet noting that they are the only jurisdiction that has not met with the Reconstitution Committee

Matthew Durham responded on April 30th, offering the May 5th council meeting and specifically to meet in executive session.

NOTE: The Facilitation Team did not agree that the topics to be discussed for this meeting fit into the guidelines set by the state of South Carolina for executive session and that proceeding with that form of meeting was inappropriate, which had already been expressed in the April 16th email.

April 17, 2026

Facilitation Team emails Draft Communication Memo #4 for committee review.

No edits provided by the County

April 17, 2026

Facilitation Team emails Final Communication Memo #3

April 22, 2026

Facilitation Team emails Final Communication Memo #4



AD HOC RECONSTITUTION COMMITTEE

May 8, 2026

OJRSA emails notice of Reconstitution Committee Meeting to Stewart Jones, Phil Shirley, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, May 14, 2026.

May 12, 2026

OJRSA emails notice of Reconstitution Committee Meeting Agenda to Stewart Jones, Phil Shirley, Jennifer Adams, and Glenn Hart (to his council email address and personal email address). Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, May 14, 2026.

Note: Councilman Glenn Hart was in-person for the May 12 meeting.

May 13, 2026

Facilitation Team emails a response to Matthew Durham's April 30 email, including Glenn Hart, Jennifer Adams, Rob Chumley, and Stewart Jones emphasizing the goal to meet with the County outside of executive session.

No Response from County

Note the Reconstitution Committee meetings were cancelled for June and July due to lack of agenda items and to allow Raftelis to work through the Financial Evaluation

June 9, 2026

Facilitation Team responds again via email to Matthew Durham's April 30 email, including Glenn Hart, Jennifer Adams, Rob Chumley, and Stewart Jones, stating willingness to meet in executive session if that is the only option and offers availability for the July 7th council meeting.

No Response from County

July 6, 2026

Facilitation Team responds a third time to Matthew Durham's April 30 email, including Glenn Hart, Jennifer Adams, Rob Chumley, and Stewart Jones, asking for availability since Oconee County has not responded with confirmation for a meeting.

No Response from County

July 8, 2026

OJRSA emails out notice of committee meetings to Stewart Jones, Phil Shirley, Matthew Durham, Jennifer Adams, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Aug 13, 2026.



AD HOC RECONSTITUTION COMMITTEE

August 7, 2026

OJRSA sends out notice of committee meetings to Stewart Jones, Phil Shirley, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Aug 13, 2026.

Notes: No representative was present from the County for the Aug. 13 meeting.

August 11, 2026

OJRSA sends out notice of Reconstitution Committee Meeting Agenda to Stewart Jones, Phil Shirley, Jennifer Adams, Matthew Durham, and Glenn Hart (to his council email address and personal email address). Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Aug 13, 2026.

September 4, 2026

OJRSA sends out notice of committee meetings to Stewart Jones, Phil Shirley, Matthew Durham, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Sep 10, 2026.

-  Reconstitution: Prior unanimous support for this – update sewer use agreements, change board membership*
-  Full Consolidation: All collections systems and treatment under one entity – the reconstituted OJRSA
-  Partial Consolidation: Some collection systems and treatment under one entity, others contractual wholesale customers
-  = Contract wholesale customers

STATUS QUO
NO CHANGE

Note: There are other options that were previously discussed and determined to be

* Board membership changes include more options with the passed legislation

DRAFT



Ad Hoc Reconstitution Committee and Executive Committee

OJRSA Operations & Administration Building
Lamar Bailes Board Room
September 10, 2026 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 August 13, 2026
- C. Committee Discussion and Action Items**
 - 1. Status Update on Financial Studies – Angie Mettlen, Facilitator
 - 2. Discussion of Continued County Participation: Funding for Studies and Role on Reconstitution Committee (Exhibit A) – Lawrence Flynn, OJRSA Counsel and Katherine Amidon, Facilitator
 - 3. Next Steps for Reconstitution – Lawrence Flynn, OJRSA Counsel and Katherine Amidon, Facilitator
 - 4. Communications with Elected Officials and Leadership: Feedback and Future Memo Requests – Katherine Amidon, 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.

- Board of Commissioners – September 14, 2026 at 4:00 PM
- Operations & Planning Committee – September 17, 2026 at 8:30 AM
- Finance & Administration Committee – September 22, 2026 at 9:00 AM
- Board of Commissioners – October 5, 2026 at 4:00 PM
- Reconstitution Committee and Executive Committee – October 8, 2026 at 9:00 AM



OCONEE JOINT REGIONAL SEWER AUTHORITY

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

August 14, 2026

Stewart Jones, County Administrator
Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29691

Via U.S. Mail -and- Email to
sjones@oconeesc.com

RE: Oconee County Participation in OJRSA Reconstitution; Payment of Agreed Study Costs

Dear Mr. Jones:

The Oconee Joint Regional Sewer Commission (the "Commission"), as the governing body of the Oconee Joint Regional Sewer Authority ("OJRSA"), has concerns about Oconee County's (the "County") ongoing participation in the OJRSA's reconstitution process, particularly in light of the County's recent refusal to pay its share of the cost for agreed-upon technical and financial studies that are essential to finalize the terms of the anticipated restructuring or reconstitution of OJRSA.

For many years the County has expressed a desire to be involved in OJRSA governance, and OJRSA has structured its proposed reconstitution process to include the County as an integral participant. The Ad Hoc Regional Feasibility Study Implementation Committee (the "Implementation Committee") was established by the Commission in November 2024, met monthly from December 2024 through June 2025, and was staffed with ten members, including County representation through former County Administrator Amanda Brock. The Implementation Committee's purpose was to review, discuss, and evaluate plans for restructuring OJRSA; in keeping with that mission, it issued a recommendation report in June 2025 with five major recommendations (the "Report").¹ Among those recommendations were that the County be added as a member of the reconstituted organization and that governance be reconstituted with representation involving the County.

Following dissolution of the Implementation Committee and as contemplated by the Report, OJRSA established an Ad Hoc Reconstitution Committee (the "Reconstitution Committee") to guide the initial implementation steps, and the County has continued to be represented on that committee—initially by Ms. Brock and more recently by Councilman Glenn Hart. Over more than a year of meetings, the parties have worked in alignment with the Report recommendations and with the County Council's subsequent support resolution. County Resolution 2026-04, dated March 3, 2026 ("Resolution 2026-04"), expressly acknowledges the need to evaluate potential coordination or consolidation opportunities, asset transfers, intergovernmental agreements, operational restructuring, or financial commitments, and further recognizes that technical evaluations and financial valuations of the collection systems, including debt, asset viability, and immediate capital, are essential to finalize the terms of systems transfers to OJRSA. The Report similarly emphasizes that technical and financial studies should be completed as soon as possible.

In this context, OJRSA is deeply troubled by the County's recent rejection of payment requests associated with the proposed studies to be performed by Raftelis and First Tryon, the consultants engaged to perform the required studies. On February 12, 2026, the Reconstitution Committee approved the initial Raftelis financial study invoice by unanimous vote, including the affirmative vote of Councilman Glenn Hart as the County's representative. The County has since declined to pay its share of the Raftelis invoice (and generally declined to provide any financial

¹ Note, the Report was publicly released at a meeting held at Tri-County Technical College on June 15, 2025. County Council attended the presentation and participated in a discussion about the findings of the Report.

support for the required studies).² We understand from recent communications between you and OJRSA's undersigned Executive Director that County Council was not aware of the financial obligation and that Councilman Hart lacked authority to commit the County. These developments are at odds with the collaborative framework the parties have followed and with the commitments espoused by the various reconstitution participants.

The Commission has discussed the practical implications of the County's nonpayment. The Commission prefers continued full participation and a voting role for the County, consistent with the Report and Resolution 2026-04, but we must ensure that voting members are aligned on the funding and execution of essential work products. If the County is unwilling to share in the costs of the studies necessary to advance the reconstitution work, the County's voting seat on the Reconstitution Committee will be eliminated by the Commission and the County will be shifted to an advisory-only role, similar to the current posture of the Town of West Union.

Accordingly, please provide a written response confirming the County's commitment to pay its allocated share of the Raftelis invoice, and future costs of both the Raftelis and First Tryon studies by Friday, September 11, 2026, so that the Commission may consider the County's position at its Monday, September 14, 2026 board meeting. If the County declines to pay its share, the County will be moved to an advisory-only role on the Reconstitution Committee (no voting seat) effective at or after the September 14 meeting. Further, if the County is moved to a non-voting position on the Reconstitution Committee, the Commission will deem such action to constitute the County's election not to be considered for future membership or participation in the reconstituted OJRSA and as the County's acknowledgment that it will not participate in the reconstituted Commission.

We value the County's partnership and invite its continued participation in all aspects of the reconstitution process, including consultant coordination, technical review, and the development of governance documents. The Reconstitution Committee's consultants, coordinated through Ms. Angie Mettlen of Ardurra, remain available to meet with County Council to present the study scopes, cost allocations, and anticipated deliverables, and to answer any questions regarding the proposed reconstitution of OJRSA. As you know, Ms. Mettlen and her team have made multiple attempts to coordinate such a meeting with County Council.

We appreciate your prompt attention to this letter and look forward to your written response by Friday, September 11, 2026.

Sincerely,

OCONEE JOINT REGIONAL SEWER AUTHORITY



Kevin Bronson,
Chairman



Christopher Eleazer,
Executive Director

C (via email) Mr. Glenn Hart, Oconee County Council
Ms. Bonnie Ammons, South Carolina Rural Infrastructure Authority
Sen. Thomas C. Alexander
Mr. Lawrence E. Flynn III, Esquire

² Note, it is anticipated that the County's share of the studies would be \$12,972.

**Oconee County
Administration****Stewart Jones
Administrator**

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone:
(864) 638-4245

E-mail:
sjones@oconeesc.com

COUNCIL

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
District III

Thomas James
District IV

J. Glenn Hart
District V

August 26, 2026

Kevin Bronson, Chairman
Chris Eleazer, Executive Director
Oconee Joint Regional Sewer Authority
623 Return Church Road
Seneca, South Carolina 29678

RE: Oconee County Participation in OJRSA Reconstitution; Payment of Study Costs

Dear Chairman Bronson and Mr. Eleazer:

I am writing in response to your August 14, 2026 letter regarding Oconee County's participation in the Oconee Joint Regional Sewer Authority ("OJRSA") reconstitution process and the requested payment of the County's share of the costs associated with the Raftelis and First Tryon studies. Oconee County appreciates the work that OJRSA and the Reconstitution Committee have undertaken and recognizes the importance of evaluating the future structure, governance, assets, financial obligations, and operational considerations associated with OJRSA. However, I believe it is important to clarify the County's understanding of the matters raised in your letter.

First, the County's participation on the Reconstitution Committee should not be construed as authorization for the County Administrator, or any individual County representative serving on the Committee, to incur an expenditure or otherwise commit County funds without appropriate authorization from Oconee County Council.

As your letter acknowledges, OJRSA understands that Oconee County Council was not aware of the financial obligation associated with the studies at the time the Reconstitution Committee approved the initial Raftelis invoice. The County Administrator nor any individual representative therefore does not have the authority to unilaterally commit County funds to that obligation.

Second, Oconee County Council's adoption of Resolution 2026-04 expressed support for evaluating potential coordination and consolidation opportunities and recognized the need for technical and financial evaluations as part of that process. That resolution should not be interpreted as an independent appropriation or authorization for the County Administrator to obligate County funds for expenditures that were not previously approved through the County's budget or other appropriate County authorization process.

**Oconee County
Administration****Stewart Jones
Administrator**

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone:
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E-mail:
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COUNCIL

John Elliott
District I

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Chairman
District II

Don Mize
District III

Thomas James
District IV

J. Glenn Hart
District V

Accordingly, I am not in a position to provide the requested commitment that Oconee County will pay the approximately \$12,972 referenced in your letter. Any commitment of County funds will need to be considered and authorized through the appropriate County process.

That position should not be interpreted as a withdrawal from the reconstitution process. Oconee County remains interested in participating in discussions concerning the future of OJRSA and in evaluating potential governance, operational, financial, and infrastructure arrangements that may benefit the participating communities.

I also believe it would be beneficial for the County Council and OJRSA to have a clear understanding of the scope, cost, authorization, and expected deliverables associated with the studies before the County is asked to commit public funds. Oconee County would welcome the opportunity for the consultants and OJRSA representatives to meet directly with County Council to provide that information and answer questions regarding the work performed, the remaining scope of work, the allocation of costs among participating entities, and the anticipated use of the resulting reports.

With respect to the County's representation on the Reconstitution Committee, Oconee County would prefer that the County's voting status not be altered while these matters are being reviewed by County Council. Removing the County's voting representation before County Council has had an opportunity to consider the financial and substantive issues would, in my view, be premature.

I appreciate OJRSA's continued communication and its stated desire to maintain Oconee County's participation in the reconstitution process. I look forward to working with OJRSA, the Reconstitution Committee, and County Council toward a clear and mutually understood path forward.

Sincerely,

Stewart O. Jones, Administrator
Oconee County, South Carolina



AD HOC RECONSTITUTION COMMITTEE

Oconee County Participation Overview

The following provides a synopsis of Oconee County's participation on the Ad Hoc Reconstitution Committee from August 2025 to August 2026. Overall, the record shows Oconee County (County) moving from active early engagement to more sporadic participation by August 2026, despite adoption of a support resolution in March 2026. This memo has been prepared to document County representative attendance and to summarize meeting events and discussion pertinent to County participation as a stakeholder in the reconstitution process.

- **August 14, 2025**
 - Amanda Brock present. Active participant.
 - Confirmed County could meet October resolution schedule and discussed governance, valuation, and implementation questions.
- **September 11, 2025**
 - Amanda Brock present via Teams.
 - Explained County reassessment process, ordinance issues, septic data sources, and reported County questions regarding costs, rates, and future infrastructure.
- **October 9, 2025**
 - Amanda Brock absent.
 - County-related discussion focused on ordinance updates and responses to County questions.
- **November 13, 2025**
 - County seat vacant.
 - Matt Durham and Glenn Hart attended as guests.
 - Durham and Hart received updates and indicated a new representative would be appointed.
- **December 11, 2025**
 - Glenn Hart present.
 - Stated: "I wouldn't be here if Oconee County didn't support the resolution," but noted he could not commit County positions without Council consultation.
- **February 12, 2026**
 - Glenn Hart participated actively.
 - Asked liability questions related to consolidation and committed to bringing the resolution before County Council.
- **March 12, 2026**
 - Glenn Hart attended with Stewart Jones and Matt Durham.
 - County remained engaged, although facilitator one-on-one meetings had still not occurred.
- **April 9, 2026**
 - Glenn Hart present.



AD HOC RECONSTITUTION COMMITTEE

- Facilitators reported multiple emails and phone calls to Oconee County had gone unanswered for scheduling purposes. County was asked to clarify long-term participation and to schedule a meeting with facilitators.
- **May 14, 2026**
 - Glenn Hart present.
 - Quarterly report documented County adoption of support resolution on March 3, 2026. Facilitators reported they still had not completed their one-on-one meeting with County leadership.
- **August 13, 2026**
 - County representative absent.
 - Raftelis reported no County information had been received. OJRSA reported County rejected its share of study costs and discussed possible removal from future reconstitution ad hoc committee participation

Executive synthesis: The participation record reflects initial County engagement, a temporary vacancy, renewed but qualified participation by Council representation, and then a late-stage breakdown marked by Oconee County's lack of response to facilitator outreach, incomplete data coordination, and rejection of study cost sharing. Other Board members expressed concern and frustration with the County's change in participation, which led to discussion of removing the County from future reconstitution ad hoc committee participation.

More detailed summaries of each meeting, with notes focusing on County participation, can be found on the following pages.



AD HOC RECONSTITUTION COMMITTEE

August 14, 2025

County Representative: Amanda Brock (Oconee County) - Present.

Participation Summary: Amanda Brock actively participated throughout the meeting.

Major Contributions

Support Resolution

- Noted that County Attorney David Root would likely review the proposed resolution.
- Discussed possible revisions and standardization of resolution language.
- Confirmed that the proposed October 13, 2025 deadline was achievable for Oconee County.

Committee Structure

- Questioned whether committee membership reflected recommendations previously made by the Ad Hoc Feasibility Committee.
- Asked whether board representation had changed from the original recommendation.

Timeline

- Expressed concern regarding Oconee County's limited technical valuation information.
- Suggested she may abstain from certain votes because of limited County technical data.

Financial Evaluation

- Stated County Council appreciated the level of activity and discussion surrounding potential changes.
- Anticipated numerous future questions from County Council regarding reconstitution.

Legislative Changes

- Stated Oconee County was generally comfortable with proposed legislative changes and wanted the process to continue.



AD HOC RECONSTITUTION COMMITTEE

September 11, 2025

County Representative: Amanda Brock (Oconee County) - Present via Microsoft Teams.

Participation Summary: Active participant and one of the primary contributors during discussion of County-related issues.

Major Contributions

Property Tax Audits

- Explained County reassessment procedures and annual tax review process.
- Clarified how agricultural property classifications are monitored.

County Ordinances

- Explained County Attorney David Root's concerns regarding removal of historic sewer ordinance language.
- Noted County does not regulate sewer service because OJRSA serves that role.
- Agreed to discuss possible notations with the County Attorney.

Septic System Data

- Provided information regarding Friends of Lake Keowee Society and other organizations tracking septic failures.

Support Resolution

- Reported County questions included:
 - How reconstitution would function.
 - Cost impacts.
 - Future rates.
 - Equity between users.
 - Future infrastructure responsibilities.

"The questions included: how this is going to work, how much it will cost, what the rates will be, will the rates be equitable across the county, will there be zones, how will future infrastructure be considered, and how the cost right now will affect the County."



AD HOC RECONSTITUTION COMMITTEE

October 9, 2025

County Representative: Amanda Brock - Absent.

Participation Summary: No direct participation.

County-Related Discussion

- County ordinance update discussed.
- County questions had been incorporated into the reconstitution Q&A document.

DRAFT



AD HOC RECONSTITUTION COMMITTEE

November 13, 2025

County Representation: County seat vacant.

County Officials Present

- Matt Durham, County Council Chairman.
- Glenn Hart, County Councilman.

Participation Summary: County leadership attended despite vacant committee seat.

Major Contributions

- Durham reported meeting with OJRSA staff and receiving project updates.
- Requested copies of project materials.
- Reported County intended to appoint a new committee representative.



AD HOC RECONSTITUTION COMMITTEE

December 11, 2025

County Representative: Glenn Hart - Present. First meeting as County representative.

Participation Summary: Moderate participation.

Major Contributions

"I wouldn't be here if Oconee County didn't support the resolution."

However, Hart qualified the statement by noting:

"I cannot make any decisions without talking to the other council members first."

Issues Identified

- Resolution still had not been approved by County Council.
- Hart stated he had not yet received the latest version of the resolution.



AD HOC RECONSTITUTION COMMITTEE

February 12, 2026

County Representative: Glenn Hart - Present.

Participation Summary: Active participant.

Major Contributions

Liability Discussion

Asked significant questions regarding:

- Liability transfer.
- Sewer backup claims.
- Potential impacts on taxpayers after consolidation.

Support Resolution

Committee members expressed concern over County inaction on the resolution.

"there is still no written resolution from Oconee County that they want to participate."

Hart stated:

"there is a council meeting Tuesday night, and he will have it discussed during an Executive Session and will bring it back to this committee at its next meeting."

He later reported the resolution had been added to the upcoming County Council agenda.



AD HOC RECONSTITUTION COMMITTEE

March 12, 2026

County Representative: Glenn Hart - Present.

Additional County Officials Present

- Stewart Jones, County Administrator.
- Matt Durham, County Council.

Participation Summary: High level of County participation.

Major Contributions

- Participated in discussions regarding governance options.
- Requested recognition of County attendees.
- Asked questions regarding valuation studies.
- Participated in discussions regarding future structure options.

Notable Issue

Facilitators reported every entity had completed one-on-one meetings except Oconee County.



AD HOC RECONSTITUTION COMMITTEE

April 9, 2026

County Representative: Glenn Hart - Present.

Participation Summary: Moderate participation.

Significant Issue: Facilitators documented difficulty scheduling County meetings.

Facilitator Katherine Amidon has "tried through multiple emails and phone calls to request availability with Oconee County and has not gotten a response."

Angie Mettlen asked: "if Oconee County is going to stay in or not."

Hart suggested facilitators request an Executive Session with County Council but did not directly answer the question.



AD HOC RECONSTITUTION COMMITTEE

May 14, 2026

County Representative: Glenn Hart - Present.

Participation Summary: Limited.

Major Development: Quarterly report documented "Oconee County – March 3, 2026" as the date the County adopted the support resolution.

Continuing Issue

Facilitators reported "still has not yet met with Oconee County." Despite resolution adoption, the one-on-one County meeting remained outstanding.

DRAFT



AD HOC RECONSTITUTION COMMITTEE

August 13, 2026

County Representative: Glenn Hart - Absent.

Participation Summary: No participation.

Significant Issues Raised

Data Requests

Raftelis reported: "they have not received any information from Oconee County at this point and are moving forward with what the info they have."

Cost Sharing

Lawrence Flynn reported "Oconee County has rejected their share of the cost."

OJRSA Board Action

OJRSA board voted to send a letter advising that if the County remained unwilling to participate and fund studies:

- County would lose voting rights on the committee.
- County would be removed from consideration for membership on a reconstituted authority.

Kevin Bronson stated: "Oconee County wanted a seat on the board for a long time, and now that they have the opportunity, they don't want it anymore."



AD HOC RECONSTITUTION COMMITTEE

Oconee County Communication Log

Background

The below log is a brief list of key outreach activities directed at Oconee County for the purpose of engaging staff and elected officials to participate in the Oconee Joint Regional Sewer Authority reconstitution committee. This does not include participation during the Reconstitution Feasibility Study process. Note that this is not a comprehensive log of all outreach from the OJRSA Board and their members but does provide a summary for understanding the commitment of the OJRSA facilitation team and ad hoc committee to reach out to Oconee County to keep them engaged and informed.

When the phrase “Facilitation Team” is used, it is referring to Angie Mettlen, Joel Jones, and Katherine Amidon. When OJRSA is mentioned, communication came from one of the following persons: Amanda Kelley, Lynn Stephens, or Chris Eleazer.

When a response or participation was requested from Oconee County and none was provided that is denoted in **red**. When a response or participation was received that is denoted in **green**.

Communication Log

July 11, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams. Email includes attached agenda.

A Special Called Commission Meeting with Oconee County Council will be held Tuesday, July 15, 2025, at 4:00 p.m. at Tri-County Technical College – Oconee Campus located at 552 Education Way, Westminster, SC 29693 in the Multipurpose Room.

Note: The following Oconee County representatives were present at this meeting:

- Don Mize, Oconee Co. Council Dist. 3
- Glenn Hart, Oconee Co. Council Dist. 5
- John Elliott, Oconee Co. Council Dist. 1
- Tommy James, Oconee Co. Council Dist. 4
- Amanda Brock, Oconee County Administrator
- Jennifer Adams, Oconee Co. Council Clerk

August 7, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams

The Ad-hoc Reconstitution Committee will be held at 2:00 p.m. on Thursday, Aug 14, 2025.



AD HOC RECONSTITUTION COMMITTEE

August 8, 2025

Facilitation Team emails Amanda Brock the final report of the Ad Hoc Implementation Committee for review ahead of the first reconstitution meeting to be held August 14, 2025. Also included was a working draft of the draft legislative amendments.

August 13, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams. Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 2:00 p.m. on Thursday, Aug 14, 2025.

Note: Amanda Brock was in-person for the Aug 14 meeting

August 15, 2025

OJRSA emails Reconstitution Meeting invite to Amanda Brock through February 2026 for the second Thursday of every month.

August 15, 2025

OJRSA emails Amanda Brock the 20-year project list spreadsheet for OJRSA based on the Oconee County and Western Anderson County Sewer Master Plan report as well as a link to the report to be found here: <https://ojrsa.org/sewer-study/>

August 21, 2025

Facilitation Team emails Amanda Brock the draft supportive resolutions for supporting the reconstitution process. All other jurisdictions within OJRSA (Seneca, Walhalla, Westminster, and West Union) receive this draft for individual editing and adoption.

August 22, 2025

Kevin Bronson emails Amanda Brock encouraging her to document specific questions from County Council and Oconee County staff that the Reconstitution Committee can address and if possible to provide them ahead of time to the facilitation committee ahead of the September 11 meeting.

No Response from County

September 10, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams. Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Sep 11, 2025.

Note: Amanda Brock was virtual for the Sep 11 meeting



AD HOC RECONSTITUTION COMMITTEE

September 20, 2025

Facilitation Team emails Amanda Brock reminding her to send specific questions from County Council and Oconee County staff that the Reconstitution Committee can address with a formal Question and Answer document.

Amanda Brock responds on September 23, 2025 with the following: "My council's questions / concerns are of the "how" and "how much" variety. While specific questions may arise at a later date, at this point in time, they are very generalized as to the transition itself and how the costs may impact future budgets."

September 23, 2025

Facilitation Team replies to Amanda Brock asking for clarity about providing more specific questions as her response is broad.

October 3, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams.
The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Oct 9, 2025.

October 7, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams. Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Oct 9, 2025.

Note: Amanda Brock was not present for the Oct 9 meeting

October 16, 2025

Facilitation Team emails Amanda Brock providing access to the Oconee County SharePoint folder requesting review of the gathered County documents for the pending valuation and evaluation effort and requesting additional data be provided should anything else be available for review.

Amanda Brock responded on Oct 16 "thank you"

Note no additional information was provided

October 20, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams.
The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Nov 13, 2025.



AD HOC RECONSTITUTION COMMITTEE

November 10, 2025

OJRSA emails notice of committee meetings to Amanda Brock and Jennifer Adams. Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Nov 13, 2025.

Note: Amanda Brock was no longer employed by Oconee County at this time and the seat on the Reconstitution Committee was vacant for the Nov 13 meeting.

November 24, 2025

Facilitation Team emails Glenn Hart welcoming him to the Reconstitution ad hoc Committee providing access to the Oconee County SharePoint folder and forwarding the original email sent to Amanda Brock, former Oconee County administrator, on October 16, 2025 at the onset of the reconstitution ad hoc committee process.

No Response from County

December 5, 2025

OJRSA emails notice of committee meetings to Phil Shirley and Jennifer Adams.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Dec 11, 2025.

December 10, 2025

OJRSA emails notice of committee meetings to Phil Shirley, Jennifer Adams, and Glenn Hart. Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Dec 11, 2025.

Note: Councilman Glenn Hart was in-person for the Dec. 11 meeting.

December 12, 2025

Facilitation Team emails Glenn Hart and Phil Shirley confirming preferred communication list for reconstitution memos to be emailed moving forward.

No Response from County

January 6, 2026

Facilitation Team emails a second time Glenn Hart and Phil Shirley confirming preferred communication list for reconstitution memos to be emailed moving forward.

No Response from County



AD HOC RECONSTITUTION COMMITTEE

January 9, 2026

Facilitation Team emails Glenn Hart and Phil Shirley for a third time confirming preferred communication list for reconstitution memos to be emailed moving forward. All County Council member emails were listed in this email and proposed to be included:

Name: John Elliott

Email: district1@oconeesc.com

Name: Matthew Durham

Email: district2@oconeesc.com

Name: Don Mize

Email: district3@oconeesc.com

Name: Thomas James

Email: district4@oconeesc.com

Name: James Glenn Hart

Email: district5@oconeesc.com

Note: Chris Eleazer responded via email the same day adding Stewart Jones to the email thread as he started his role as Oconee County Administrator on January 5, 2026. The same day the Facilitation Team emails a response welcoming Stewart to his new role and requests any changes to the list, such as including the county clerk.

No Response from County

January 9, 2026

Facilitation Team emails Final Communication Memo #1

January 9, 2026

Facilitation Team emails out full communication list for reconstitution committee review and also Draft Communication Memo #2 for committee review. It was decided at the December meeting that drafts for these memos should be sent to the ad hoc committee for review starting with Memo #2.

No edits provided by the County

January 12, 2026

OJRSA emails notice of committee meetings to Stewart Jones, Phil Shirley, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Feb 12, 2026.

January 19, 2026

Facilitation Team emails Final Communication Memo #2



AD HOC RECONSTITUTION COMMITTEE

February 6, 2026

OJRSA emails notice of committee meetings to Stewart Jones, Jennifer Adams, Phil Shirley, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Feb 12, 2026.

February 10, 2026

OJRSA emails notice of Reconstitution Committee Meeting Agenda to Stewart Jones, Phil Shirley, Jennifer Adams, and Glenn Hart (to his council email and personal email address). Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Feb 12, 2026.

Note: Councilman Glenn Hart was in-person for the Feb. 12 meeting.

February 12, 2026

Facilitation Team emails Stewart Jones and Glenn Hart to set up a meeting as a follow-up action item to the Feb. 12 Reconstitution Committee meeting to meet with each jurisdiction within, and including, Oconee County. The same coordination was requested of Seneca, Westminster, Walhalla, and West Union.

No Response from County

February 12, 2026

OJRSA emails updated Reconstitution Meeting invite to Glenn Hart, Stewart Jones, Jennifer Adams, and Matthew Durham through December 2026 for the second Thursday of every month.

February 18, 2026

Facilitation Team emails Stewart Jones and Glenn Hart as follow up to the February 12 email.

No Response from County

March 5, 2026

Facilitation Team emails Stewart Jones and Glenn Hart as follow up to the February 12 and February 18 email.

No Response from County

March 6, 2026

Facilitation Team calls Stewart Jones and leaves a message as a follow up to the February 12 and February 18 email.

No Response from County



AD HOC RECONSTITUTION COMMITTEE

March 6, 2026

OJRSA emails notice of committee meetings to Stewart Jones, Phil Shirley, Jennifer Adams, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, March 12, 2026.

March 11, 2026

OJRSA emails notice of Reconstitution Committee Meeting Agenda to Stewart Jones, Phil Shirley, Jennifer Adams, and Glenn Hart (to his council email and personal email address). Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, March 12, 2026.

Note: Councilman Glenn Hart, Councilman Matthew Durham, and Stewart Jones were in-person for the March 12 meeting.

March 13, 2026

Facilitation Team emails Stewart Jones, Matthew Durham and Glenn Hart as a follow up to the March 12 meeting with the email history from Feb 12, 18 and March 5 requesting the opportunity to meet with the County.

No Response from County

March 19, 2026

Facilitation Team calls Stewart Jones and leaves a message as a follow up to the February 12, February 18, and March 5 email.

No Response from County

April 7, 2026

OJRSA emails notice of committee meetings to Stewart Jones, Phil Shirley, Jennifer Adams, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, April 9, 2026.

April 7, 2026 second email

OJRSA emails notice of Reconstitution Committee Meeting Agenda to Stewart Jones, Phil Shirley, Jennifer Adams, and Glenn Hart (to his council email and personal email address). Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, April 9, 2026.

Note: Councilman Glenn Hart was in-person for the April 9 meeting.



AD HOC RECONSTITUTION COMMITTEE

April 9, 2026

Facilitation Team emails Draft Communication Memo #3 for committee review.

No edits provided by the County

April 9, 2026

OJRSA emails notice of committee meetings to Stewart Jones, Phil Shirley, Jennifer Adams, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, May 14, 2026.

April 14, 2026

Facilitation Team emails Stewart Jones and Glenn Hart a SharePoint file that contains the data already gathered from the feasibility study and a request for additional items needed from the County for the analysis to be completed by Raftelis and First Tryon. The email specifies that May 8th would be the deadline for these items.

No Response from County

April 16, 2026

Facilitation Team emails Stewart Jones, Matthew Durham and Glenn Hart a request to meet noting that they are the only jurisdiction that has not met with the Reconstitution Committee

Matthew Durham responded on April 30th, offering the May 5th council meeting and specifically to meet in executive session.

NOTE: The Facilitation Team did not agree that the topics to be discussed for this meeting fit into the guidelines set by the state of South Carolina for executive session and that proceeding with that form of meeting was inappropriate, which had already been expressed in the April 16th email.

April 17, 2026

Facilitation Team emails Draft Communication Memo #4 for committee review.

No edits provided by the County

April 17, 2026

Facilitation Team emails Final Communication Memo #3

April 22, 2026

Facilitation Team emails Final Communication Memo #4



AD HOC RECONSTITUTION COMMITTEE

May 8, 2026

OJRSA emails notice of Reconstitution Committee Meeting to Stewart Jones, Phil Shirley, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, May 14, 2026.

May 12, 2026

OJRSA emails notice of Reconstitution Committee Meeting Agenda to Stewart Jones, Phil Shirley, Jennifer Adams, and Glenn Hart (to his council email address and personal email address). Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, May 14, 2026.

Note: Councilman Glenn Hart was in-person for the May 12 meeting.

May 13, 2026

Facilitation Team emails a response to Matthew Durham's April 30 email, including Glenn Hart, Jennifer Adams, Rob Chumley, and Stewart Jones emphasizing the goal to meet with the County outside of executive session.

No Response from County

Note the Reconstitution Committee meetings were cancelled for June and July due to lack of agenda items and to allow Raftelis to work through the Financial Evaluation

June 9, 2026

Facilitation Team responds again via email to Matthew Durham's April 30 email, including Glenn Hart, Jennifer Adams, Rob Chumley, and Stewart Jones, stating willingness to meet in executive session if that is the only option and offers availability for the July 7th council meeting.

No Response from County

July 6, 2026

Facilitation Team responds a third time to Matthew Durham's April 30 email, including Glenn Hart, Jennifer Adams, Rob Chumley, and Stewart Jones, asking for availability since Oconee County has not responded with confirmation for a meeting.

No Response from County

July 8, 2026

OJRSA emails out notice of committee meetings to Stewart Jones, Phil Shirley, Matthew Durham, Jennifer Adams, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Aug 13, 2026.



AD HOC RECONSTITUTION COMMITTEE

August 7, 2026

OJRSA sends out notice of committee meetings to Stewart Jones, Phil Shirley, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Aug 13, 2026.

Notes: No representative was present from the County for the Aug. 13 meeting.

August 11, 2026

OJRSA sends out notice of Reconstitution Committee Meeting Agenda to Stewart Jones, Phil Shirley, Jennifer Adams, Matthew Durham, and Glenn Hart (to his council email address and personal email address). Email includes attached agenda.

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Aug 13, 2026.

September 4, 2026

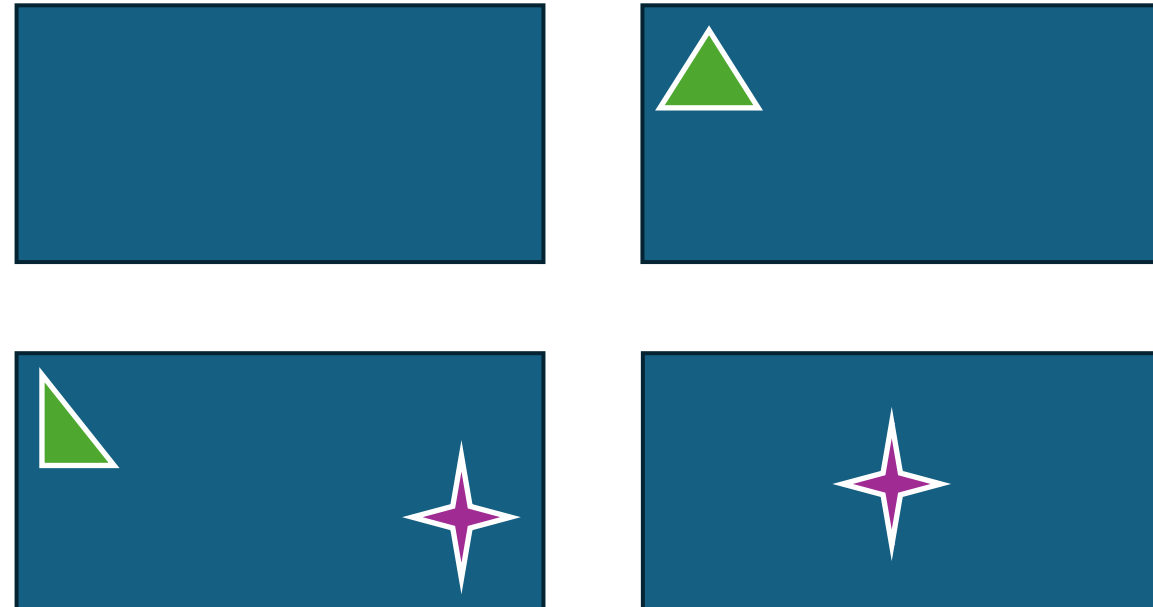
OJRSA sends out notice of committee meetings to Stewart Jones, Phil Shirley, Matthew Durham, and Glenn Hart (to his council email and personal email address)

The Ad-hoc Reconstitution Committee will be held at 9:00 a.m. on Thursday, Sep 10, 2026.

-  Reconstitution: Prior unanimous support for this – update sewer use agreements, change board membership*
-  Full Consolidation: All collections systems and treatment under one entity – the reconstituted OJRSA
-  Partial Consolidation: Some collection systems and treatment under one entity, others contractual wholesale customers
-  = Contract wholesale customers

STATUS QUO
NO CHANGE

Note: There are other options that were previously discussed and determined to be



* Board membership changes include more options with the passed legislation

DRAFT



Piedmont Municipal Power Agency

BOARD PACK

for

PMPA Board Meeting

Thursday, September 24, 2026

10:00 AM (EDT)

Held at:

PMPA Office

121 Village Drive, Greer, SC 29651

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Agenda

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5.1 a	PMPA Supplemental Power Sales Renewal Agreement.pdf.....	36
7.1 a	Nuclear Production Tax Credit Policy.pdf.....	57

AGENDA

PMPA BOARD MEETING



Name:	Piedmont Municipal Power Agency
Date:	Thursday, September 24, 2026
Time:	10:00 AM to 2:00 PM (EDT)
Location:	PMPA Office, 121 Village Drive, Greer, SC 29651 https://pmpa.zoom.us/j/82125599567?pwd=mb56ml9vbbcLFkyHUIW8Flc75qjvx.1
Board Members:	Andy Sevic (Chair), Blake Stone, Mayor Brian Ramey, David Dorman, David Vahaun, Eric Goodwin, Mayor Foster Senn, Jason Taylor, Jimmy Bagley, Joe Nichols, Joey Meadors, John Young, Keith Wood, Kevin Bronson, Lance Davis, Marc Regier, Mike Richard, Mike Clary, Mayor Randy Randall, Steve Bratton
Attendees:	Angie Hoover, Brandon Audet, Cindy Frierson, Dedra Howell, Dennis Cameron, Gary Brunault, Joel Ledbetter, JulieAnne London, Kenny Bradley, Lynn Price, Mike Frazier, Rion Foley, Robby Townsend, Tracy Quinn, Will Blanton, Rob Taylor

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 Aug 2026	6
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2.2 Approval August 20, 2026 Board Meeting Minutes

3. Acceptance of Financial Report

3.1 August 2026 Finance Report

Supporting Documents:

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4. Reports

4.1 Update on 2026 Refunding

Supporting Documents:

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4.2 Engineering

Supporting Documents:

4.2.a	2026_08_Demand Response Report.pdf	33
4.2.b	2026_08_Energy Report.pdf	34

4.3 Catawba

Supporting Documents:

4.3.a	Catawba Report September 17, 2026.docx	35
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4.4 Management

5. Action Items

5.1 Approve Form of Supplemental Power Sales Renewal Agreement

For Decision

Supporting Documents:

5.1.a	PMPA Supplemental Power Sales Renewal Agreement.pdf	36
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6. Executive Session

6.1 Vote to enter into Executive Session

For Decision

6.2 Attorney/Client Privilege - Discussion of Tax credit

6.3 Discussion of items pertaining to contractual matters

6.4 Vote to return to Regular Session

For Decision

7. Action Item

7.1 Adoption of Policy for Nuclear Production Tax Credits

For Decision

Supporting Documents:

7.1.a	Nuclear Production Tax Credit Policy.pdf	57
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8. Participant Discussion

8.1 Participant Discussion

9. Adjourn

9.1 Adjourn

Next meeting: PMPA Board Meeting - Nov 19, 2026, 10:00 AM

MINUTES (in Review)

PMPA BOARD MEETING



Name:	Piedmont Municipal Power Agency
Date:	Thursday, August 20, 2026
Time:	10:00 AM to 1:00 PM (EDT)
Location:	PMPA Office, 121 Village Drive, Greer, SC 29651
Board Members:	Andy Sevic (Chair), Mayor Brian Ramey, David Dorman, David Vehaun, Eric Goodwin, Mayor Foster Senn, Jason Taylor, Jimmy Bagley, Joe Nichols, Joey Meadors, John Young, Keith Wood, Kevin Bronson, Lance Davis, Marc Regier, Mike Richard, Mike Clary, Mayor Randy Randall, Steve Bratton
Attendees:	Dennis Cameron, Gary Brunault, Joel Ledbetter, JulieAnne London, Kenny Bradley, Lynn Price, Mike Frazier, Rion Foley, Tracy Quinn, Will Blanton, Rob Taylor
Apologies:	Blake Stone, Angie Hoover, Brandon Audet, Cindy Frierson, Dedra Howell, Robby Townsend
Guests:	Tim Baker, Scott Motsinger, Mike Jolly, Mark White, Belton Ziegler, Mike Colo, Lawrence Flynn, Lucas Jenkins, and Andrea Kelly.
Notes:	Virtual Attendees: Mike Jolly, Gary Brunault, Rob Taylor, Mike Colo, Luke Jenkins, and Andrea Kelly.

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 Jun 18, 2026, the minutes were confirmed as presented.

2.2 Approval June 18, 2026 Board Meeting Minutes



Approval June 18, 2026 Board Meeting Minutes

10 Supported
0 Opposed
0 Abstained

Decision Date: Aug 20, 2026
Mover: David Dorman
Seconders: John Young
Outcome: Approved

3. Acceptance of Financial Report

3.1 June and July 2026 Finance Report



June and July 2026 Finance Report

10 Supported
0 Opposed
0 Abstained

Decision Date: Aug 20, 2026
Mover: Kevin Bronson
Seconders: Mayor Randy Randall
Outcome: Approved

4. Reports

4.1 Finance

Ms. London reviewed the recently completed bond review from Fitch Ratings. The report has been posted to BoardPro.

4.2 Engineering

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

Mr. Frazier advised the Board that PMPA had an all-time peak of 570 MW on August 17.

Mr. Frazier informed the Board that Duke has redrafted the Rock Hill NITSA based on FERC comments. The NITSA redraft will include Gaffney, Laurens, and Rock Hill.

4.3 Catawba

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

Mr. Cameron also advised the Board that there are dates available in September for Catawba tours. Mr. Cameron will follow up with the Board by email.

4.4 Management

Mr. Ledbetter advised the Board of the Public Power Carolinas Reception to be held in Washington, DC, on September 15.

Mr. Ledbetter asked the Board to let him know if there are any topics the Board wants to discuss during the Planning Meeting in October.

Mr. Ledbetter reviewed the 2026 Power Conference evaluations that were included in the agenda.

Mr. Ledbetter advised the Board that Palmetto Power Cities had reached out about combining its annual conference with the PMPA Power Conference. After discussion, the Board agreed that the audiences at these conferences are different and the conferences should be kept separate.

The staff will have 2029 dates for the Power Conference for review at the September Board meeting.

5. Executive Session

5.1 Vote to enter into Executive Session



Vote to enter into Executive Session

10 Supported
0 Opposed
0 Abstained

Decision Date: Aug 20, 2026
Mover: David Dorman
Second: Jimmy Bagley
Outcome: Approved

5.2 Discussion of items pertaining to contractual matters

5.3 Discussion of personnel matters

5.4 Vote to return to Regular Session



Vote to return to Regular Session

10 Supported
0 Opposed
0 Abstained

Decision Date: Aug 20, 2026
Mover: Kevin Bronson
Second: Jimmy Bagley
Outcome: Approved

6. Action Items

6.1 Consideration of Debt Refinancing Opportunity



A motion was made and approved to have the PMPA Finance team begi...

A motion was made and approved to have the PMPA Finance team begin preparing for a refinancing of the Series 2015A and Series 2021C bonds for savings based on the discussion of the refunding analysis presented in Executive Session.

10 Supported
0 Opposed
0 Abstained

Decision Date: Aug 20, 2026
Mover: Kevin Bronson
Second: Jimmy Bagley
Outcome: Approved

7. Action Item

8. Adjourn

8.1 Adjourn

Next meeting: PMPA Board Meeting - Sep 24, 2026, 10:00 AM

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

Signature:_____

Date:_____

PIEDMONT MUNICIPAL POWER AGENCY
COMPARATIVE STATEMENT OF NET POSITION
AS OF AUGUST 31, 2026
(DOLLARS IN THOUSANDS)

	LAST MONTH	INCREASE	DECREASE	THIS MONTH
ASSETS				
CURRENT UNRESTRICTED ASSETS:				
Cash And Markable Debt Securities (W/C)	\$71,063	\$0	\$961	\$70,102
Revenue Fund Valuation	(2)	0	0	(2)
Participants Accounts Receivable (W/C)	21,148	0	298	20,850
Other Accounts Receivable (W/C)	153	30	0	183
Materials & Supplies	20,931	87	0	21,018
TOTAL CURRENT UNRESTRICTED ASSETS	113,293	0	1,142	112,151
CURRENT RESTRICTED ASSETS:				
Debt Service	41,702	7,226	0	48,927
Debt Service Reserve	37,847	0	0	37,847
Reserve and Contingency	3,950	1,022	0	4,973
Fuel	2,696	1,766	0	4,462
Fuel Fund Valuation	0	0	0	0
Decommissioning	151,133	676	0	151,809
Supplemental Power Reserve	1,600	0	0	1,600
Restricted Funds Valuation	(1,001)	0	0	(1,001)
TOTAL CURRENT ASSETS	351,219	9,548	0	360,767
CAPITAL ASSETS, NET:				
Generation	368,115	0	808	367,307
Transmission	3,893	0	11	3,882
Operational Technology	555	0	17	539
IT/General	400	0	10	391
Nuclear Fuel - In Stock And Progress	30,224	0	496	29,728
Nuclear Fuel - In Reactor	26,482	0	1,270	25,212
Construction In Progress	28,828	1,481	0	30,309
TOTAL CAPITAL ASSETS, NET	458,498	0	1,131	457,368
OTHER NON CURRENT ASSETS:				
Net Costs Recoverable From Future Participants Billings	147,044	0	5,072	141,972
Participant Settlement Receivable	45,400	0	0	45,400
TOTAL NON CURRENT ASSETS	192,444	0	5,072	187,373
TOTAL ASSETS	\$1,002,161	\$3,346	\$0	\$1,005,507
DEFERRED OUTFLOWS:				
Asset Retirement Obligation	\$35,396	\$0	\$79	\$35,317
Redemption Losses, Net	3,200	0	54	3,146
Losses On Advanced Refunding Of Debt, Net	3,230	0	72	3,158
TOTAL DEFERRED OUTFLOWS	\$41,825	\$0	\$204	\$41,621

PIEDMONT MUNICIPAL POWER AGENCY
COMPARATIVE STATEMENT OF NET POSITION
AS OF AUGUST 31, 2026
(DOLLARS IN THOUSANDS)

	LAST MONTH	INCREASE	DECREASE	THIS MONTH
<u>LIABILITIES</u>				
CURRENT LIABILITIES:				
Accounts Payable - General (WC)	\$0	\$0	\$0	\$0
Accounts Payable - Duke (WC)	1,021	0	101	919
Accounts Payable - Other (WC)	4,504	0	328	4,177
Accrued Expenses - Payroll (W/C)	0	0	0	0
Accrued Expenses - Vacation (W/C)	93	0	0	93
Accrued Expenses - Sick (W/C)	220	0	0	220
Accrued Expenses - Property Taxes (W/C)	5,835	834	0	6,669
TOTAL CURRENT LIABILITIES	11,673	405	0	12,078
CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS:				
Accrued Interest Payable	157,906	2,564	0	160,470
TOTAL CURRENT LIABILITIES	169,579	2,968	0	172,548
LONG-TERM LIABILITIES:				
Bonds - Including Current Installment	330,480	0	0	330,480
Bonds - Settlement	48,330	0	0	48,330
Bond Discounts	(24)	0	0	(23)
Bond Premium	26,732	0	535	26,197
CAB	62,800	0	0	62,800
Asset Retirement Obligation	192,180	511	0	192,690
Participant Interest Payable (W/C)	250	9	0	259
Other Postemployment Benefits	2,018	0	0	2,018
TOTAL LONG-TERM LIABILITIES	662,765	0	15	662,750
TOTAL LIABILITIES	\$832,344	\$2,953	\$0	\$835,298
DEFERRED INFLOWS:				
Postemployment Benefits	\$68	\$0	\$0	\$68
NET POSITION				
Net Investments In Capital Assets	\$44,939	\$0	\$721	\$44,218
Restricted For Other	4,296	1,766	0	6,062
Unrestricted	162,339	0	856	161,482
TOTAL NET POSITION	\$211,574	\$189	\$0	\$211,762
<u>INFORMATIONAL PURPOSES:</u>				
Working Capital	\$80,441	\$0	\$1,643	\$78,799

PIEDMONT MUNICIPAL POWER AGENCY

FINANCIAL SUMMARY AS OF AUGUST 31, 2026

(In Millions)	AUGUST VARIANCES		
	\$	%	Comments
Working Capital	(\$1.28)	-356.1%	
Participant Power Sales	\$0.75	3.6%	
Surplus Sales	\$0.01	2.7%	
Miscellaneous Income/Expense	(\$0.14)	-19.7%	Higher than budgeted Duke fees
Interest Income	\$0.02	2.5%	
Catawba Project Costs	(\$1.52)	-25.0%	Higher than budgeted expenses due to timing of expenses related to the refueling outage
Supplemental Power Costs	(\$0.38)	-5.7%	Higher capacity charges compared to budget; 14% higher than budgeted energy needs, partially offset by 10% lower than budgeted pricing
Catawba Capital Additions	\$0.73	39.7%	Lower than budgeted expenses due to timing of expenses
PMPA Capital Additions	\$0.01	2.8%	
Other	(\$0.76)	-11.2%	Primarily the R&C transfer timing due to Capital Additions offset

(In Millions)	YEAR-TO-DATE VARIANCES		
	\$	%	Comments
Working Capital	\$2.51	16.6%	
Participant Power Sales	\$2.53	1.7%	
Surplus Sales	\$0.58	16.5%	Higher quantity sold (11%) and pricing received (4%) for energy sales than budgeted
Miscellaneous Income/Expense	\$0.26	4.6%	
Interest Income	(\$0.41)	-5.6%	Lower than budgeted yields on the Revenue and Decommissioning funds, offset by higher than budgeted yields on the Debt Service funds
Catawba Project Costs	\$3.60	6.9%	November & December 2025 adjustments in O&M , G&A and Insurance, McGuire exchange impacts from Unit 2 forced outage in April, Duke expects to finish the year under budget
Supplemental Power Costs	(\$3.58)	-8.8%	Higher than budgeted backstand energy needs (51%), supplemental energy needs (14%), and pricing (9%) than budgeted
Catawba Capital Additions	\$2.01	11.3%	Lower than budgeted expenses due to timing of expenses, Duke expects to finish the year under budget
PMPA Capital Additions	\$2.45	77.4%	Timing of Laurens Transmission line project
Other	(\$4.93)	-8.3%	R&C transfer timing due to Capital Additions offset (\$2.01M), higher than budgeted Fuel Deposits (\$2.15M) and lower than budgeted McGuire Exchange sales due to Unit 2 forced outage (\$1.02M), Other \$0.25M

Favorable >5%

Near Budget +/- 5%

Unfavorable < 5%

PIEDMONT MUNICIPAL POWER AGENCY
STATEMENT OF REVENUE & EXPENSE PER THE BOND RESOLUTION
AS Of AUGUST 31, 2026
(DOLLARS IN THOUSANDS)

	CURRENT MONTH			YEAR TO DATE			
	ACTUAL	BUDGET	OVER(UNDER)	ACTUAL	BUDGET	OVER(UNDER)	%
CATAWBA PROJECT:							
CATAWBA POWER SALES							
Participant	\$14,459	\$14,073	\$386	\$111,407	\$109,785	\$1,622	1.5%
Duke-Exchange Energy	1,053	1,033	20	6,894	8,105	(1,211)	(14.9%)
Other-Surplus	191	186	5	4,065	3,488	577	16.5%
TOTAL	15,703	15,292	411	122,365	121,378	987	0.8%
CATAWBA POWER COSTS							
Operations & Maintenance	2,770	1,745	1,025	15,741	17,894	(2,153)	(12.0%)
Fuel Amort (Fuel Acct Deposit)	1,270	1,249	21	8,957	9,244	(287)	(3.1%)
Purch Power-Duke-McGuire Cap	21	21	0	163	164	(1)	(0.7%)
-McGuire Energy	1,048	1,060	(12)	7,234	7,812	(578)	(7.4%)
Customer Acct and G&A-Duke	985	747	238	5,693	5,978	(285)	(4.8%)
Customer Acct and G&A-Agency	498	309	189	3,205	3,519	(314)	(8.9%)
Property Tax Equivalent	826	826	0	6,602	6,604	(2)	0.0%
Tax Other-Duke	169	112	57	915	896	19	2.1%
TOTAL	7,586	6,069	1,517	48,510	52,111	(3,601)	(6.9%)
FUNDS AVAILABLE FROM OPERATIONS	8,117	9,223	(1,106)	73,856	69,267	4,589	6.6%
INTEREST INCOME	995	971	24	6,969	7,383	(414)	(5.6%)
MISCELLANEOUS INCOME(EXPENSE)	(840)	(702)	(138)	(5,353)	(5,612)	259	(4.6%)
FUNDS AVAILABLE FOR CAPITAL NEEDS	8,271	9,492	(1,221)	75,471	71,038	4,433	6.2%
OTHER AVAILABLE FUNDS							
Debt Service-Principal	0	0	0	27,064	27,064	0	0.0%
-Interest	0	0	0	59,061	59,060	1	0.0%
Reserve & Contingency - Capital Additions	1,105	1,832	(727)	15,828	17,839	(2,011)	(11.3%)
Fuel	(496)	(1,304)	808	14,584	10,619	3,965	37.3%
DEPOSITS							
Debt Service-Principal	3,116	3,116	0	24,931	24,930	1	0.0%
-Interest	3,908	3,907	1	30,946	30,952	(6)	0.0%
Reserve & Contingency	2,127	2,127	0	17,015	17,016	(1)	0.0%
Fuel - Additional Required Deposits	0	0	0	10,089	7,943	2,146	27.0%
Decommissioning	676	662	14	5,115	5,233	(118)	(2.2%)
PAYMENTS							
Debt Service-Principal	0	0	0	27,064	27,064	0	0.0%
-Interest	0	0	0	59,061	59,060	1	0.0%
Capital Additions	1,105	1,832	(727)	15,828	17,839	(2,011)	(11.3%)
Fuel	(496)	(1,304)	808	14,584	10,619	3,965	37.3%
Inventory	87	40	47	(50)	51	(101)	(197.5%)
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	(1,643)	(360)	(1,283)	(12,577)	(15,087)	2,510	(16.6%)
Supplemental Working Capital	0	0	0	0	0	0	0.0%
WORKING CAP INCREASE(DECREASE)	(\$1,643)	(\$360)	(\$1,283)	(\$12,577)	(\$15,087)	\$2,510	(16.6%)

PIEDMONT MUNICIPAL POWER AGENCY
STATEMENT OF REVENUE & EXPENSE PER THE BOND RESOLUTION
AS Of AUGUST 31, 2026
(DOLLARS IN THOUSANDS)

	CURRENT MONTH			YEAR TO DATE			
	ACTUAL	BUDGET	OVER(UNDER)	ACTUAL	BUDGET	OVER(UNDER)	%
SUPPLEMENTAL:							
SUPPLEMENTAL POWER SALES							
Participants-Supplemental Power	7,223	6,861	362	43,963	43,056	907	2.1%
-Leased Facilities	26	26	0	211	210	1	0.5%
-Other	128	122	6	1,079	860	219	25.5%
TOTAL	7,377	7,009	368	45,253	44,126	1,127	2.6%
SUPPLEMENTAL POWER COSTS							
Purch Power-Supp Capacity	1,256	1,009	247	8,601	8,474	127	1.5%
-Supp Energy	2,926	2,849	77	14,564	11,258	3,306	29.4%
Purch Power-Participants	1,197	1,297	(100)	9,043	9,516	(473)	(5.0%)
Purch Power-Other	479	420	59	2,713	2,376	337	14.2%
Transmission	953	906	47	8,193	7,767	426	5.5%
Transmission-Agency	0	4	(4)	0	33	(33)	(100.0%)
Leased Facilities-Duke	37	36	1	294	293	1	0.4%
Meter-Agency	0	1	(1)	134	142	(8)	(5.5%)
Customer Acct and G&A-Duke	0	0	0	0	0	0	0.0%
Customer Acct and G&A-Agency	140	88	52	904	1,007	(103)	(10.2%)
Property Tax Equivalent	8	8	0	67	64	3	4.0%
TOTAL	6,996	6,618	378	44,514	40,930	3,584	8.8%
FUNDS AVAILABLE FROM OPERATIONS	381	391	(10)	739	3,196	(2,457)	(76.9%)
MISCELLANEOUS INCOME(EXPENSE)	197	198	(1)	1,583	1,583	0	0.0%
FUNDS AVAILABLE FOR CAPITAL NEEDS	578	589	(11)	2,323	4,779	(2,456)	(51.4%)
PAYMENTS							
Debt Service-Interest	202	202	0	1,614	1,615	(1)	0.0%
Capital Additions-Transmission	376	386	(10)	663	3,084	(2,421)	(78.5%)
-Operational Technology	0	0	0	29	40	(11)	(28.6%)
-IT/General	0	1	(1)	17	40	(23)	(57.7%)
WORKING CAP INCREASE(DECREASE)	\$0	\$0	\$0	\$0	\$0	\$0	0.0%

PIEDMONT MUNICIPAL POWER AGENCY
STATEMENT OF G&A EXPENSE
AS OF AUGUST 31, 2026

CURRENT MONTH					YEAR TO DATE				ANNUAL BUDGET	
ACTUAL	BUDGET	OVER(UNDER)	%		ACTUAL	BUDGET	OVER(UNDER)	%	BUDGET	%
				<u>G&A-OFFICE EXPENSE</u>						
\$140,832	\$148,600	(\$7,768)	(5.2)	Payroll	\$1,177,545	\$1,261,400	(\$83,855)	(6.6)	\$1,930,000	61.0
8,624	8,200	424	5.2	Employer's FICA	88,491	90,700	(2,209)	(2.4)	119,000	74.4
20,411	20,200	211	1.0	Medical/Life Insurance	160,512	161,400	(888)	(0.6)	242,000	66.3
13,438	13,100	338	2.6	401A Plan	119,671	118,000	1,671	1.4	177,000	67.6
31,138	29,100	2,038	7.0	Dues & Subscriptions	147,943	145,600	2,343	1.6	175,700	84.2
1,670	2,100	(430)	(20.5)	Utilities	14,107	16,800	(2,693)	(16.0)	25,000	56.4
1,537	1,600	(63)	(3.9)	Telephone	10,538	12,600	(2,062)	(16.4)	18,600	56.7
571	1,200	(629)	(52.4)	Office Supplies	7,107	9,600	(2,493)	(26.0)	14,200	50.0
1,051	1,400	(349)	(24.9)	Board & Staff Expenses	14,464	17,500	(3,036)	(17.3)	56,900	25.4
4,191	5,200	(1,009)	(19.4)	Maintenance-Building	19,009	33,300	(14,291)	(42.9)	48,700	39.0
0	0	0	0.0	Insurance	116,505	128,000	(11,495)	(9.0)	128,000	91.0
15,354	12,900	2,454	19.0	Travel and Training	102,665	120,900	(18,235)	(15.1)	159,000	64.6
202,707	200	202,507	101,25...	Economic Development	253,134	222,090	31,044	14.0	223,090	113.5
173	100	73	73.0	Bank & Rating Agency Fees	124,641	96,100	28,541	29.7	96,500	129.2
11,364	14,400	(3,036)	(21.1)	IT Computer Hardware/Software	188,932	229,900	(40,968)	(17.8)	300,500	62.9
76	400	(324)	(81.0)	FIN Computer Hardware/Software	31,951	40,000	(8,049)	(20.1)	41,400	77.2
1,648	900	748	83.1	OT Computer Hardware/Software	69,067	75,200	(6,133)	(8.2)	94,700	72.9
9,989	9,200	789	8.6	Telecommunications	84,578	73,700	10,878	14.8	111,000	76.2
464,774	268,800	195,974	72.9	TOTAL G&A OFFICE EXPENSE	2,730,860	2,852,790	(121,930)	(4.3)	3,961,290	68.9
				<u>G&A-OUTSIDE SERVICES</u>						
150,333	68,100	82,233	120.8	Outside Services- Legal	635,468	544,600	90,868	16.7	817,000	77.8
11,747	28,300	(16,553)	(58.5)	Outside Services- Engineering	129,860	241,600	(111,740)	(46.3)	355,000	36.6
2,475	800	1,675	209.4	Outside Services- Finance	211,830	253,300	(41,470)	(16.4)	374,200	56.6
0	2,400	(2,400)	(100.0)	Outside Services- Technology	6,725	19,100	(12,375)	(64.8)	28,500	23.6
164,555	99,600	64,955	65.2	TOTAL G&A OUTSIDE SERVICES	983,883	1,058,600	(74,717)	(7.1)	1,574,700	62.5
				<u>G&A-BOARD REIMBURSEMENTS</u>						
0	400	(400)	(100.0)	Dues & Subscriptions	193,389	198,700	(5,311)	(2.7)	210,000	92.1
9,215	21,700	(12,485)	(57.5)	Travel and Training	91,097	163,400	(72,303)	(44.2)	210,000	43.4
0	6,700	(6,700)	(100.0)	Economic Development	110,000	253,400	(143,400)	(56.6)	280,000	39.3
9,215	28,800	(19,585)	(68.0)	TOTAL G&A BOARD	394,486	615,500	(221,014)	(35.9)	700,000	56.4
\$638,544	\$397,200	\$241,344	60.8	REIMBURSEMENTS	\$4,109,229	\$4,526,890	(\$417,661)	(9.2)	\$6,235,990	65.9
				TOTAL OPERATING EXPENSE						
				<u>TRANSMISSION/ENERGY</u>						
				<u>EFFICIENCY</u>						
\$0	\$4,000	(\$4,000)	(100.0)	Transmission Line Maintenance	\$0	\$33,000	(\$33,000)	(100.0)	\$50,000	0.0
0	1,000	(1,000)	(100.0)	Energy Efficiency/DSM	134,181	142,000	(7,819)	(5.5)	177,000	75.8
\$0	\$5,000	(\$5,000)	(100.0)	TOTAL XMSN EXPENSE	\$134,181	\$175,000	(\$40,819)	(23.3)	\$227,000	59.1

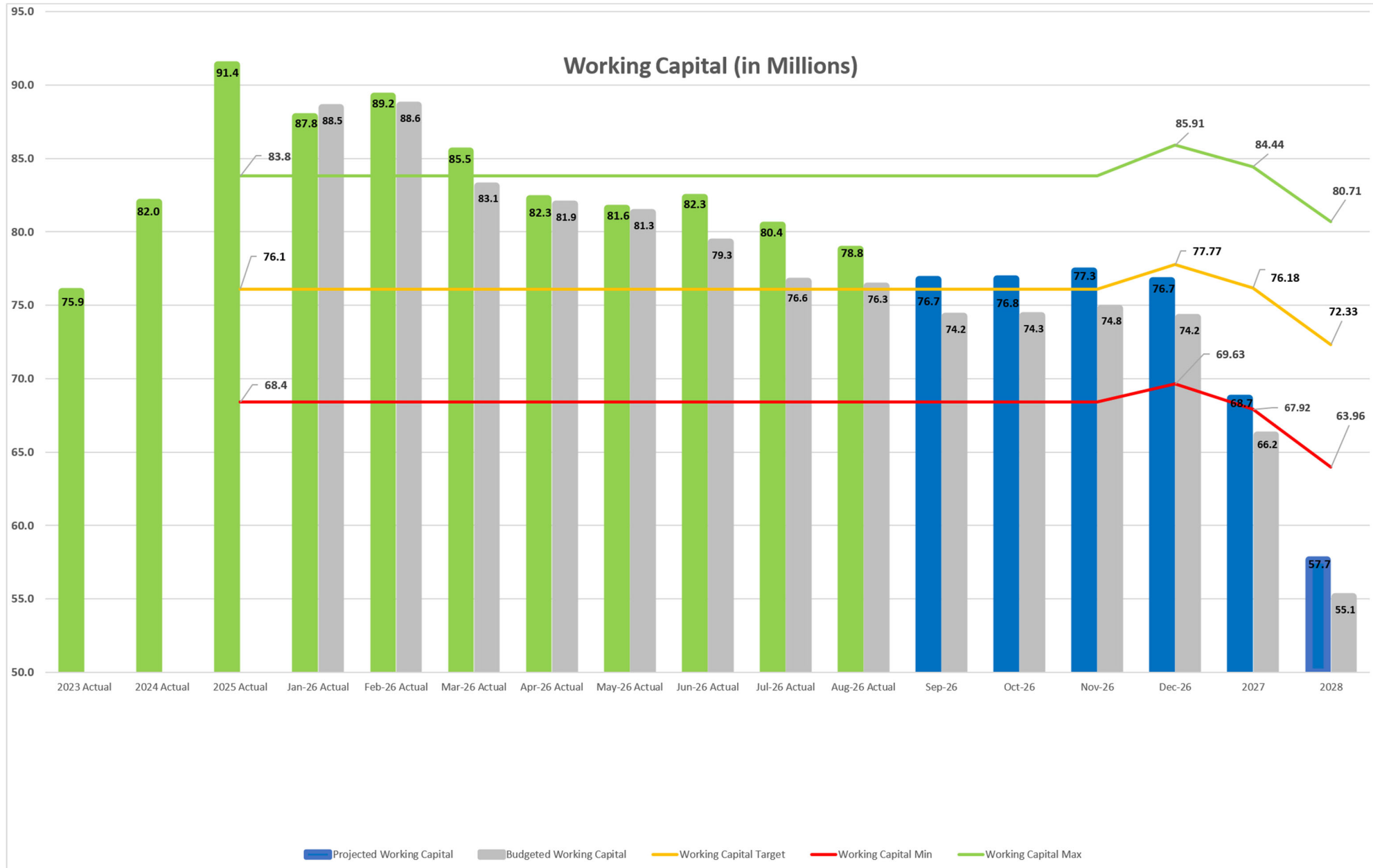
PMPA
CASH AND MARKETABLE DEBT SECURITIES ROLLFORWARD
FROM 8/1/2026 TO 8/31/2026

	Operating Account	Revenue Fund	Total
Beginning Balance	289,331.53	70,773,895.71	71,063,227.24
<u>Cash Receipts/Payments</u>			
Cash Receipts			
From Participants	-	21,148,089.77	
From Other	59.01	4,445.00	
Vendor payments	(963,231.85)	-	
Vendor payments - Capital - Transmission	(376,213.55)		
Vendor payments - Capital - Operational Technology	-		
Vendor payments - Capital - IT/General	-		
Duke Operating Statement		(5,374,639.17)	
Duke Uprate		(81,651.12)	
Duke Instantaneous		62,190.29	
Duke Transmission		(976,049.07)	
Duke Interconnect		(44,656.83)	
Santee Cooper		(4,466,272.21)	
TEA		(11,922.47)	
York Property Taxes		-	
Payroll	(159,874.00)	-	
US Bank Credit Card Payment	(25,097.46)	-	
<u>Account Transfers</u>			
Operating Account Funding	1,500,000.00	(1,500,000.00)	
R&C Account Funding - 1/12 of Annual Capital Budget		(2,126,916.67)	
Revenue Account Funding - From R&C For Capital Purchases		1,104,592.32	
Fuel Account Funding - Fuel Amortization		(1,269,891.77)	
Fuel Account Funding - Additional Required Deposits		-	
Revenue Account Funding - From Fuel For Purchases		(496,093.03)	
Debt Service Principal	-	(3,116,427.42)	
Debt Service Interest	-	(4,109,350.34)	
DCOM Funding		(172,836.00)	
Interest/Investment Activity	(172.83)	490,847.92	
Ending Balance	264,800.85	69,837,354.91	70,102,155.76

PIEDMONT MUNICIPAL POWER AGENCY

AS OF AUGUST 31, 2026

After this month's operations, PMPA had \$78.8 million in working capital, which was \$2.5 million more than the YTD budget.



Note: Assumes no rate increases from 2026 to 2028.

PMMPA Refunding Update

September 24, 2026

Items for Discussion

- Defeasance Escrow Earning Restrictions
- Update on the 2026 Bond Refunding Savings
- Official Statement Disclosures

Defeasance Escrow Earning Restrictions

Defeasance Escrow - Lowest Escrow Cost (Bond Yield)

- Assumes a settlement date of 1/1/29
- For the 2009B and 2015A series bonds the Allowable Escrow Yield is increased due to the recapture of negative arbitrage from prior issuances. This increase in yield reduces the escrow requirement by \$263,004.

Series	Bond Yield	Arbitrage Adjustment	Allowable Escrow Yield	Cost of Escrow Securities at Bond Yield	Cost of Escrow Securities with Arbitrage Adjustment	Greer	Rock Hill	Union
Catawba Project Share						9.3416%	28.0374%	10.0134%
2004A	6.05348%	0.00000%	6.05348%	53,595,834	53,595,834	10,564,370	31,707,359	11,324,105
2009B	4.57324%	0.29779%	4.87103%	13,554,140	13,427,886	2,646,794	7,943,953	2,837,138
2015A	3.14194%	1.79800%	4.93994%	4,674,133	4,537,383	894,372	2,684,321	958,690
2021B	1.43270%	0.00000%	1.43270%	37,058,829	37,058,829	7,304,731	21,924,047	7,830,050
2021C	1.43270%	0.00000%	1.43270%	35,828,823	35,828,823	7,062,283	21,196,374	7,570,166
2021D	5.65193%	0.00000%	5.65193%	34,215,313	34,215,313	6,744,241	20,241,820	7,229,252
Lowest Escrow Cost (Bond Yield)				178,927,072	178,664,068	35,216,791	105,697,874	37,749,401

Defeasance Escrow – Current Escrow Costs (7/27/26 SLGS Rates)

- Assumes a settlement date of 1/1/29
- Cost of escrow is based on the comparison of the current escrow yield, allowable escrow yield and the bond yield
 - If the bond yield is higher than the escrow yield, the yield is capped at the escrow yield (2004A & 2021D)
 - If the bond yield is lower than the escrow yield, the yield is capped at the bond yield (2021B & 2021C)
 - If the current escrow yield is lower than the allowable escrow yields, the yield is capped at the current escrow yield (2009B & 2015A)

Series	Bond Yield	Current Escrow Yield	Allowable Escrow Yield	Cost of Escrow Securities	Cost of Escrow Securities at Bond Yield	Greer	Rock Hill	Union
2004A	6.05348%	4.28365%	6.05348%	55,490,804	55,490,804	10,937,891	32,828,426	11,724,488
2009B	4.57324%	4.35922%	4.87103%	13,645,842	13,645,842	2,689,756	8,072,896	2,883,190
2015A	3.14194%	4.24304%	4.93994%	4,591,047	4,591,047	904,949	2,716,069	970,029
2021B	1.43270%	4.36211%	1.43270%	33,681,804	37,058,829	7,304,731	21,924,047	7,830,050
2021C	1.43270%	4.36209%	1.43270%	32,561,702	35,828,823	7,062,283	21,196,374	7,570,166
2021D	5.65193%	4.36258%	5.65193%	35,794,553	35,794,553	7,055,528	21,176,100	7,562,925
Current Escrow Cost (7/27/26 SLGS Rates)				175,765,752	182,409,898	35,955,138	107,913,912	38,540,848

Defeasance Escrow Impact

- Assumes a settlement date of 1/1/29
- As a result of the adjustments noted in the prior slide, the cost of the required escrow securities (based on SLGS rates as of 7/27/26) is increased by \$3,745,830 over the cost of escrow based on the bond yield
- This analysis does not consider the 2024A bond
 - More information is required to determine the options and costs, should PMPA be required to partially defease this bond as a result of the sale of Catawba excess capacity

Update on 2026 Bond Refunding Savings

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PMPA Series 2015A & Series 2021C | Current Refundings (7/27)

Update on 2026 Refunding 4.1 a

- PMPA has \$28.1 million of Series 2015A bonds outstanding that are currently callable (call date of January 1, 2025)
- PMPA also has \$83.2 million of Series 2021C bonds outstanding that are callable January 1, 2027
- Wells Fargo ran a current refunding scenario with no escrow for the 2015A bonds and incorporating an escrow to the call date for the 2021C bonds
 - The 2015A refunding results in NPV savings of \$686,784 or 2.44% of bonds refunded
 - The 2021C refunding results in NPV savings of \$5.2 million or 6.26% of bonds refunded
 - The combined refunding results in NPV savings of \$5.9 million or 5.29% of bonds refunded

Summary of Bonds Refunded | Series 2015A

Maturity	Coupon	Par	NPV (\$)	NPV (%)
1/1/2027	5.00%	5,955,000	(\$17,916)	-0.30%
1/1/2028	5.00%	6,140,000	98,335	1.60%
1/1/2029	5.00%	6,360,000	213,231	3.35%
1/1/2030	5.00%	6,685,000	329,159	4.92%
1/1/2031	3.50%	720,000	8,137	1.13%
1/1/2032	3.50%	790,000	11,457	1.45%
1/1/2033	3.63%	870,000	21,365	2.46%
1/1/2034	3.75%	630,000	23,017	3.65%
Total		\$28,150,000	\$686,784	
Savings-Producing		\$22,195,000	\$704,700	

Summary of Bonds Refunded | Series 2021C

Maturity	Coupon	Par	NPV (\$)	NPV (%)
1/1/2028	5.00%	7,695,000	111,917	1.45%
1/1/2029	5.00%	8,240,000	248,835	3.02%
1/1/2030	5.00%	8,690,000	388,110	4.47%
1/1/2031	5.00%	9,250,000	531,716	5.75%
1/1/2032	5.00%	12,120,000	848,332	7.00%
1/1/2033	5.00%	9,935,000	789,988	7.95%
1/1/2034	5.00%	27,325,000	2,291,145	8.38%
Total		\$83,255,000	\$5,210,043	
Savings-Producing		\$83,255,000	\$5,210,043	

Sources and Uses of Funds	Series 2015A	Series 2021C	Combined Total
Sources			
Par Amount	25,535,000	77,610,000	103,145,000
Premium	867,676	5,479,374	6,347,050
Debt Service Reserve Fund	2,809,689	4,978,600	7,788,289
Reserve and Contingency Fund	280,269	497,860	778,129
Accrued Interest	466,379	1,422,273	1,888,652
Total Sources of Funds	\$29,959,013	\$89,988,107	\$119,947,120

Uses			
Cash Deposit	28,616,379	84,824,176	113,440,556
Debt Service Reserve Fund	1,079,650	4,268,550	5,348,200
Reserve and Contingency Fund	107,965	426,855	534,820
Costs of Issuance & UWD	155,019	468,525	623,544
Total Uses of Funds	\$29,959,013	\$89,988,107	\$119,947,120

Refunding Statistics	Series 2015A	Series 2021C	Combined Total
Delivery Date	11/4/2026	11/4/2026	11/4/2026
Final Maturity	1/1/2034	1/1/2034	1/1/2034
Arbitrage Yield	3.127%	3.429%	-
Escrow Yield	-	3.839%	3.839%
Value of Negative Arbitrage	-	-\$54,100	-\$54,100
True Interest Cost	3.127%	3.429%	3.394%
Net Interest Cost	3.223%	3.585%	3.545%
All-In TIC	3.450%	3.557%	3.544%
Average Coupon	5.000%	5.000%	5.000%
Average Life (years)	1.91	4.99	4.23

Par amount of refunded bonds	\$28,150,000	\$83,255,000	\$111,405,000
Average coupon of refunded bonds	4.605%	5.000%	4.950%
Average life of refunded bonds (years)	2.13	4.95	4.23

Net PV Savings (\$)	\$686,784	\$5,210,043	\$5,896,827
Net PV Savings (%)	2.440%	6.258%	5.293%

Rates as of July 27, 2026, are preliminary and subject to change
Assumes ratings of A3/A-/A- | COI + UWD of \$6.00 per bond

Departing Participants approx. \$2.791M
PMPA Seven approx. \$3.102M

PMPA Series 2015A & Series 2021C | Current Refundings (9/10)

- PMPA has \$28.1 million of Series 2015A bonds outstanding that are currently callable (call date of January 1, 2025)
- PMPA also has \$83.2 million of Series 2021C bonds outstanding that are callable January 1, 2027
- Wells Fargo ran a current refunding scenario with no escrow for the 2015A bonds and incorporating an escrow to the call date for the 2021C bonds
 - The 2015A refunding results in NPV savings of \$491,687 or 1.75% of bonds refunded
 - The 2021C refunding results in NPV savings of \$3.8 million or 4.56% of bonds refunded
- The combined refunding results in NPV savings of \$4.3 million or 3.85% of bonds refunded

Summary of Bonds Refunded | Series 2015A

Maturity	Coupon	Par	NPV (\$)	NPV (%)
1/1/2027	5.00%	5,955,000	(21,505)	-0.36%
1/1/2028	5.00%	6,140,000	75,360	1.23%
1/1/2029	5.00%	6,360,000	167,624	2.64%
1/1/2030	5.00%	6,685,000	258,764	3.87%
1/1/2031	3.50%	720,000	(1,364)	-0.19%
1/1/2032	3.50%	790,000	(1,267)	-0.16%
1/1/2033	3.63%	870,000	4,832	0.56%
1/1/2034	3.75%	630,000	9,245	1.47%

Total		\$28,150,000	\$491,687	
Savings-Producing		\$20,685,000	\$515,823	

Summary of Bonds Refunded | Series 2021C

Maturity	Coupon	Par	NPV (\$)	NPV (%)
1/1/2028	5.00%	7,695,000	83,167	1.08%
1/1/2029	5.00%	8,240,000	189,293	2.30%
1/1/2030	5.00%	8,690,000	295,667	3.40%
1/1/2031	5.00%	9,250,000	404,865	4.38%
1/1/2032	5.00%	12,120,000	640,210	5.28%
1/1/2033	5.00%	9,935,000	579,784	5.84%
1/1/2034	5.00%	27,325,000	1,602,213	5.86%

Total		\$83,255,000	\$3,795,198	
Savings-Producing		\$83,255,000	\$3,795,198	

Sources and Uses of Funds	Series 2015A	Series 2021C	Combined Total
Sources			
Par Amount	25,695,000	78,955,000	104,650,000
Premium	716,891	4,218,608	4,935,499
Debt Service Reserve Fund	2,809,689	4,978,600	7,788,289
Reserve and Contingency Fund	280,269	497,860	778,129
Accrued Interest	466,379	1,422,273	1,888,652
Total Sources of Funds	\$29,968,228	\$90,072,341	\$120,040,569

Uses			
Cash Deposit	28,616,379	84,821,497	113,437,876
Debt Service Reserve Fund	1,088,450	4,342,525	5,430,975
Reserve and Contingency Fund	108,845	434,253	543,098
Costs of Issuance & UWD	154,554	474,067	628,620
Total Uses of Funds	\$29,968,228	\$90,072,341	\$120,040,569

Refunding Statistics	Series 2015A	Series 2021C	Combined Total
Delivery Date	11/4/2026	11/4/2026	11/4/2026
Final Maturity	1/1/2034	1/1/2034	1/1/2034
Arbitrage Yield	3.466%	3.796%	3.631%
Escrow Yield	-	3.859%	3.859%
Value of Negative Arbitrage	-	-\$8,353	-\$8,353

True Interest Cost	3.466%	3.796%	3.757%
Net Interest Cost	3.552%	3.927%	3.885%
All-In TIC	3.790%	3.927%	3.911%
Average Coupon	5.000%	5.000%	5.000%
Average Life (years)	1.93	4.98	4.23

Par amount of refunded bonds	\$28,150,000	\$83,255,000	\$111,405,000
Average coupon of refunded bonds	4.605%	5.000%	4.950%
Average life of refunded bonds (years)	2.13	4.95	4.23

Net PV Savings (\$)	\$491,687	\$3,795,198	\$4,286,884
Net PV Savings (%)	1.747%	4.559%	3.848%

Rates as of September 10, 2026, are preliminary and subject to change
Assumes ratings of A3/A-/A- | COI + UWD of \$6.00 per bond

Departing Participants approx. \$2.030M
PMPA Seven approx. \$2.257M

Sensitivity Analysis

- Assumes a settlement date of 1/1/29
- The refunding based on the 7/27/26 estimate results in a NPV savings for 2015A of \$686,784 (2.440%); the NPV savings for 2021C of \$5,210,043 (6.258%) and combined NPV savings of \$5,896,827 (5.293%)
- Below is a summary of the updated NPV savings as of 9/10/26 (current) and the NPV savings with rates moving up or down 25 and 50 basis points

Sensitivity Analysis - 2015A

Sensitivity	NPV (\$)	NPV (%)
+50 bps	204,934	0.73%
+25 bps	347,567	1.24%
Current	491,687	1.75%
-25 bps	637,107	2.26%
-50 bps	783,802	2.78%

Sensitivity Analysis - 2021C

Sensitivity	NPV (\$)	NPV (%)
+50 bps	1,988,488	2.39%
+25 bps	2,884,954	3.47%
Current	3,795,198	4.56%
-25 bps	4,718,805	5.67%
-50 bps	5,656,780	6.80%

Sensitivity Analysis - Aggregate

Sensitivity	NPV (\$)	NPV (%)
+50 bps	2,193,422	1.97%
+25 bps	3,232,521	2.90%
Current	4,286,884	3.85%
-25 bps	5,355,912	4.81%
-50 bps	6,440,582	5.78%

Rates as of September 10, 2026, are preliminary and subject to change

Assumes ratings of A3/A-/A- | COI + UWD of \$6.00 per bond

Official Statement Disclosures

2026 Bond Refunding Disclosures

- PMPA is currently in negotiations for the sale of excess Catawba capacity and Future Supplement Power Supply
- The Official Statement for the 2026 bond refunding will require disclosure of the details of these negotiations which are currently confidential
 - At this stage of negotiations PMPA would be required to get consent from the counterparties
 - PMPA believes this consent would be difficult to obtain

Staff Recommendation

- Because the current estimate of refunding savings are marginally above PMPA's target minimum of 3% and the uncertainties of disclosure, PMPA recommends pausing activities on the 2026 Bond refunding
- PMPA will continue monitoring refunding savings for improvement and will keep the Board updated
- The 2015A and 2021C series bonds are callable on 1/1/29 (closing 90 days prior) so work on refunding can resume at any time

Questions



PMPA Demand Response System Report

To: Board of Directors and Alternates
 From: Mike Frazier *MTF*
 Date: September 16, 2026

11 Aug – 2:30 PM to 6:00 PM - 3.50 hrs 14 Aug – 2:00 PM to 4:00 PM - 2.00 hrs
 13 Aug – 3:00 PM to 3:45 PM - 0.75 hrs 17 Aug – 1:00 PM to 6:00 PM - 5.00 hrs

TOTAL 11.25 hours

PMPA Monthly Peak¹: 570.9 MW @ Hour Ending 5:00 p.m. on Aug. 17th

- DOES coincide with the Duke Energy Transmission Peak on Aug. 17th @ Hour Ending 5:00 p.m.
- Monthly Maximum GSP Airport Temperature – 97° F on Aug. 17th

PMPA Total Participant Load ²: 610.5 MW @ Hour Ending 5:00 p.m. on Aug. 17th

In August, PMPA Ratchet Quantity: 525.2 MW – based on Jul. 2, 2026 @ HE 4:00 p.m.

In September, PMPA Ratchet Quantity: 542.4 MW – based on Aug. 17, 2026 @ HE 5:00 p.m.

While August was a warmer-than-normal month, temperatures never exceeded 97° F. That said, PMPA hit its all-time peak demand on the only day that reached 97° F. The previous all-time peak demand was set last year in June. That is a 2.6% increase from last year's peak demand.

All loads are reflected at the transmission level, which includes 2.10% losses as of Jun. 1, 2026.

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 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.

Month	CDD	% of Normal
Aug 2026	443	107
Normal	415	
Aug 2025	308	74

ENERGY REPORT ^{*}

Piedmont Municipal Power Agency

AUGUST, 2026

The Energy Authority (Surplus Energy Sold and Gross Revenue)

528	MWh	13,873	\$	26.27	\$ / MWh
27,273	MWh - YTD	617,657	\$ - YTD	22.65	\$ / MWh - YTD

Duke Energy (Surplus Energy Sold and Gross Revenue)

2,532	MWh	75,193	\$	29.70	\$ / MWh
45,942	MWh-YTD	1,470,768	\$-YTD	32.01	\$ / MWh - YTD

Santee Cooper (Surplus Energy Sold and Gross Revenue)

4,027	MWh	117,735	\$	29.24	\$ / MWh
50,632	MWh-YTD	1,867,251	\$-YTD	36.88	\$ / MWh - YTD

Total Surplus Sales Revenue

206,800	\$	31.94	\$/ MWh-YTD
3,955,676	\$ - YTD	123,847.00	MWh-YTD

Generation Imbalance Charge

545	\$
194,311	\$ - YTD

Deviation Band 1 - +/- 1.5%	Deviation Band 2 - Between +/-1.5% & 7.5%	Deviation Band 3 - Greater than +/- 7.5%
\$489	\$56	\$0

Energy Imbalance Charge

18,783	\$
224,766	\$ - YTD

Deviation Band 1 - +/- 1.5%	Deviation Band 2 - Between +/-1.5% & 7.5%	Deviation Band 3 - Greater than +/- 7.5%
\$18,783	\$0	\$0

Supplemental Energy Purchased

Santee Cooper	TEA Backstand ^{&}	Total	
54,779	0	54,779	MWh
186,749	54,822	241,571	MWh - YTD
2,900,359	0	2,900,359	\$
11,745,386	2,544,891	14,290,277	\$ - YTD
52.95	---	52.95	\$ / MWh
62.89	46.42	59.16	\$ / MWh - YTD

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

[&] Includes energy and transmission costs

Catawba and McGuire Report – September 17, 2026

Since the August 20th Board meeting, Catawba Unit 1, Catawba Unit 2, and McGuire Unit 2 have operated continuously without any concerns.

<u>August 2026</u>	<u>Capacity Factor</u>	<u>Generation (MWhs)</u>	<u>PMPA's Entitlement (MWhs)</u>
Catawba 1	101.30%	874,247	54,640
Catawba 2	99.73 %	853,260	53,329
McGuire 1	96.17%	828,578	50,253
McGuire 2	98.95%	855,532	51,888

McGuire Unit 1 began a 28-day refueling outage on September 5 and is scheduled to return to service prior to October 3.

2026 & 2027 Planned Refueling Outages

<u>Unit</u>	<u>Outage Start Date</u>	<u>Budgeted Duration</u>
McGuire 1	September 5, 2026	28 Days
Catawba 2	March 27, 2027	25 Days
McGuire 2	September 20, 2027	25 Days
Catawba 1	October 9, 2027	25 Days

Nuclear Regulatory Commission

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

**PIEDMONT MUNICIPAL POWER AGENCY
SUPPLEMENTAL POWER SALES RENEWAL AGREEMENT**

BY AND BETWEEN
PIEDMONT MUNICIPAL POWER AGENCY
AND
[CITY/TOWN/PUBLIC WORKS AGENCY] OF _____

Dated as of _____, 20__

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**PIEDMONT MUNICIPAL POWER AGENCY
SUPPLEMENTAL POWER SALES RENEWAL AGREEMENT**

THIS SUPPLEMENTAL POWER SALES RENEWAL AGREEMENT (this Agreement”), effective as of January 1, 2029 (the “Effective Date”) is made by and between PIEDMONT MUNICIPAL POWER AGENCY, a public body corporate and politic of the State of South Carolina (“PMPA”), and [City/Town/Public Works Agency] of _____, a municipality of the State of South Carolina (the “Participant”).

WHEREAS, PMPA is a public body corporate and politic in accordance with the Joint Municipal Electric Power and Energy Act, Chapter 23 of Title 6 of the Code of Laws of South Carolina 1976, as amended (the “Act”) and, among other things, is authorized to sell for resale electric power and energy; and

WHEREAS, the Participant is a municipality created under the laws of the State of South Carolina, owning for at least ten (10) years a system or facilities for the generation, transmission, or distribution of electric power and energy prior to becoming a member of PMPA, is located within the area generally served by Duke (hereinafter defined) and is authorized by state law to contract to buy from PMPA power and energy required for its present or future requirements; and

WHEREAS, the Participant has need of an economical and reliable source of electric power and energy to meet the growing demands of its customers and has determined to purchase such electric power and energy from resources owned, controlled, or purchased by PMPA; and

WHEREAS, PMPA now owns, operates, and maintains a twenty-five percent (25%) undivided ownership interest in Unit 2 of the Catawba Nuclear Station (hereinafter defined) (the “Catawba Project”); and

WHEREAS, PMPA entered into the Project Agreements (hereinafter defined) with respect to the purchase, construction, operation and fueling of the Catawba Project and interconnection of the Catawba Project with Duke’s system, including reliability exchange provisions, copies of which were furnished to the Participant; and

WHEREAS, PMPA is a party to the NITS (hereinafter defined) with Duke Energy Carolinas, LLC; and

WHEREAS, PMPA and the Participant entered into the Catawba Project Power Sales Agreement (hereinafter defined) and the Catawba Project Power Sales Renewal Agreement (hereinafter defined) whereby PMPA agreed to sell, and the Participant agreed to purchase, the Participant’s Catawba Share (hereinafter defined) of the Catawba Project Output (hereinafter defined);

WHEREAS, PMPA and the Participant entered into the Supplemental Power Sales Agreement (hereinafter defined), [which will terminate at midnight on December 31, 2028]; and

WHEREAS, upon termination of the Supplemental Power Sales Agreement, PMPA proposes to sell, and the Participant proposes to purchase, the balance of its Full Requirements Bulk Power Supply (hereinafter defined) pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

SECTION 1. Definitions. Defined terms set forth in the recitals are incorporated herein by reference. Unless the context shall clearly indicate some other meaning or may otherwise require, the terms defined in this Section shall, for all purposes of this Agreement and of any agreement or other instrument amendatory hereof or supplemental hereto, have the meanings herein specified, with the following definitions to be equally applicable to both the singular and plural forms of any terms herein defined.

“Abbeville Hydroelectric Power Plant” shall mean the hydroelectric generating station that, as of the Effective Date, is owned by the City of Abbeville.

“Additional Project” shall have the same meaning assigned thereto in Article I of the Bond Resolution, as the definition of “Additional Project” in the Bond Resolution may change from time to time.

“Annual Supplemental Budget” means the budget adopted by PMPA pursuant to Section 5 hereof.

“Billing Statement” means the written statement prepared monthly by PMPA and delivered via electronic means to the Participant pursuant to Section 5 hereof.

“Bond Resolution” means the resolution adopted by the Board of Directors of PMPA on August 14, 1980 entitled, “A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF ELECTRIC REVENUE BONDS OF PIEDMONT MUNICIPAL POWER AGENCY TO FINANCE THE ACQUISITION AND CONSTRUCTION OF PROJECTS, INCLUDING AN OWNERSHIP INTEREST IN A NUCLEAR FUELED GENERATING PLANT TO BE KNOWN AS CATAWBA NUCLEAR STATION UNIT 2, AND FOR OTHER PURPOSES RELATED THERETO; PRESCRIBING THE FORM OF ELECTRIC REVENUE BONDS ISSUED HEREUNDER; COVENANTING AS TO THE REVENUES AND THE FIXING, ESTABLISHMENT AND COLLECTION OF RATES, TOLLS, RENTS AND CHARGES FOR THE CAPABILITY OF THE PROJECTS AND THE POWER AND ENERGY DERIVED DIRECTLY AND INDIRECTLY THEREFROM; PLEDGING SUCH REVENUES AND OTHER FUNDS TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; PROVIDING FOR THE ISSUANCE OF ADDITIONAL PARITY BONDS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING,” as the same may be amended or supplemented, pursuant to which the Bonds are to be issued.

“Bonds” means bonds issued from time to time pursuant to and under authority of the Bond Resolution.

“Catawba Nuclear Station” means the nuclear fueled generation facilities consisting of two individual generating units, Unit 1 and Unit 2, and attendant support facilities, located near Lake Wylie in York County, South Carolina.

“Catawba Project Output” means the amounts of electric power and energy, if any, to which PMPA is entitled at any particular time pursuant to the Project Agreements.

“Catawba Project Power Sales Agreement” means the Catawba Project Power Sales Agreement dated August 1, 1980 entered into by the Participant and each other agreement substantially identical thereto entered into by the Participants with respect to the purchase and sale of Catawba Project Output that will terminate at midnight on July 31, 2035.

“Catawba Project Power Sales Renewal Agreement” means the Catawba Project Power Sales Renewal Agreement effective as of August 1, 2035 entered into by the Participant and each other agreement substantially identical thereto entered into by the Participants with respect to the purchase and sale of Catawba Project Output.

“Combined Utility System” means the Electric System of the Participant and all other systems, functions, services, enterprises, and undertakings with which the Electric System has, prior to the date of execution of this Agreement by the Participant, been combined under the laws of South Carolina for purposes of financing.

“Consulting Engineer” means the consulting engineer or engineering firm or corporation appointed pursuant to Section 10 hereof.

“Contract Year” means the 12-month period commencing 12:01 a.m. local time on January 1 of each year during the term of this Agreement and ending midnight local time on the December 31 next following (or such other 12-month period as PMPA shall determine); provided, however, that the last Contract Year shall end at midnight local time on the date of termination of this Agreement as provided in Section 2 herein.

“Delivery Point” means any point at which the conductors owned by Duke connect with the conductors owned by PMPA or a Participant for the purpose of delivering electrical power and energy.

“Distribution Delivery Station” means all materials including, but not limited to, transformation equipment utilized at a Delivery Point to interface between a transmission voltage of Duke and a distribution voltage of PMPA or a Participant. A Distribution Delivery Station may be owned by Duke, PMPA, or a Participant. When a Distribution Delivery Station is owned by Duke, it may include circuit breakers and other protective equipment.

“Duke” means Duke Energy Carolinas, LLC, a North Carolina limited liability company, formerly known as Duke Power, with offices in Charlotte, North Carolina or any successors and assigns pursuant to a reorganization or restructure.

“Effective Date” means the date identified in the first paragraph of this Agreement.

“Electric System” means all properties and assets, real and personal and tangible and intangible, of the Participant now or hereafter existing, used or pertaining to the generation, transmission, transformation, distribution, and sale of electric power and energy, including all additions, extensions, expansions, improvements, and betterments thereto and equipments thereof; provided, however, that to the extent the Participant jointly owns an asset or property, only the Participant’s interest in such asset or property shall be considered to be part of its Electric System.

“Full Requirements Bulk Power Supply” means, with respect to the Participant, all electric power and energy required by the Participant measured at its Delivery Point(s), exclusive (1) of any purchases of power and energy by the Participant from SEPA and (2) any power and energy provided by Participant resources that have been approved by the Board of Directors of PMPA [and power and energy derived from the Abbeville Hydroelectric Power Plant].

“General Facilities Projects” means any load management or administrative facilities and any studies of a general nature, including, but not limited to, studies relating to Distribution Delivery Stations required to serve the Participants, the financing of which is projected by the Consulting Engineer to be economically beneficial to the Participants over the life of such facility taken as a whole when compared to any alternative method of meeting such obligation or responsibility of PMPA other than the financing thereof as contemplated by Section 13(b) hereof.

“Interconnection Agreement” means the agreement dated as of August 1, 1980, between PMPA and Duke titled “Catawba Nuclear Station Interconnection Agreement,” which, though terminated as of

January 1, 2006, includes provisions that, by the terms of such agreement, survive its termination, namely: (1) Section 5.1 (Catawba Reliability Exchange); (2) Article 14 (Exchange Payment); and (3) Sections 22.1 through 22.3 (Liability; Responsibility on Either Side of Delivery Point; and Consequential Damages), including the indemnification provisions thereof, except with respect to actions of Duke occurring after termination or cancellation; all as now set forth in Articles 6, 8, and 13, respectively, of the Joint Ownership Support Agreement.

“Joint Ownership Support Agreement” means the agreement dated June 7, 2005, between PMPA and Duke, titled “Catawba Nuclear Station Joint Ownership Support Agreement,” establishing certain joint ownership rights and responsibilities and containing surviving provisions of the Interconnection Agreement, including as to the exchanges of power between Unit 1 and Unit 2 of the Catawba Nuclear Station, as the same may be modified, amended, or supplemented from time to time.

“McGuire Nuclear Station” means the nuclear fueled generation facilities consisting of two individual generating units, Unit 1 and Unit 2, and attendant support facilities located in Mecklenburg County, North Carolina and owned by Duke.

“McGuire Reliability Exchange Agreement” means the agreement dated June 7, 2005 between PMPA and Duke, providing for, among other things, an exchange of power between the Catawba Nuclear Station units and the McGuire Nuclear Station units owned by Duke, as the same may be modified, amended, or supplemented from time to time.

“NITS” means the Service Agreement for Network Integration Transmission Service between Duke Energy Carolinas, LLC and PMPA, on file with the Federal Energy Regulatory Commission as Duke OATT Service Agreement No. 355, as the same may be modified, amended, or supplemented from time to time.

“Operating Agreement” means the agreement dated as of August 1, 1980, between PMPA and Duke titled “Catawba Nuclear Station Operating and Fuel Agreement”, providing for the operation, maintenance and fueling of the Catawba Nuclear Station, the making of renewals, capital additions and replacements therefor and the decommissioning thereof, as amended by amendments dated September 1, 1991, July 30, 1998, July 11, 2011, and January 1, 2021, and as the same may be modified, amended or supplemented from time to time.

“Ownership Agreements” mean (i) with respect to the Catawba Project, the Project Agreements and (ii) with respect to an Additional Project, an agreement or agreements entered into by and among electric utilities, including PMPA, as the same may be amended from time to time, which specifies or specify ownership interests in an electric power facility, the arrangement for its design, engineering, procurement, installation and operation, the respective rights and obligations of the parties thereto, and interconnection, transmission, backstand services (including reserves) and any other arrangements necessary or desirable for the utilization of such Additional Project by PMPA.

“Participant” means the entity, as identified in the first paragraph of this Agreement, that has entered into this Agreement with PMPA.

“Participants” mean any of the following entities:

- City of Abbeville
- City of Clinton
- The Commission of Public Works of the City of Easley
- The Board of Public Works for the City of Gaffney
- The City of Laurens Commission of Public Works
- City of Newberry
- City of Westminster

and any other entity that shall hereafter enter into a Supplemental Power Sales Renewal Agreement.

“Participant’s Catawba Share” means the percentage established pursuant to the Catawba Project Power Sales Agreement and the Catawba Project Power Sales Renewal Agreement.

“Project” shall have the same meaning assigned thereto in Article I of the Bond Resolution, as the definition of “Project” in the Bond Resolution may change from time to time.

“Project Agreements” mean, collectively, the Sales Agreement, the Operating Agreement, the Interconnection Agreement, the Joint Ownership Support Agreement, and the McGuire Reliability Exchange Agreement.

“Protection Station” means a station owned and operated by Duke located immediately adjacent to, but separate from, a Distribution Delivery Station owned by PMPA or a Participant, which station may include materials and equipment installed to protect the safety, reliability, continuity, or operating characteristics of the Duke system from the effects of supplying electrical power and energy to PMPA or a Participant.

“Radial Tap Line” means the facilities constructed to interconnect a Distribution Delivery Station with the Duke transmission system, if any.

“Revenues” mean all income, rents, receipts, rates, fees, charges, and other moneys derived by the Participant from the ownership or operation of its Electric System, including, without limiting the generality of the foregoing, (1) all income, rents, receipts, rates, fees, charges, or other moneys derived from the sale, furnishing, and supplying of the electric power and energy and other services, facilities, and commodities sold, furnished, or supplied through the facilities of the Electric System; (2) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, or other moneys to the extent that the use of such earnings and income is limited by or pursuant to law to the Electric System; and (3) the proceeds derived by the Participant directly or indirectly from the sale, lease, or other disposition of a part of the Electric System. The term “Revenues” shall not include customers’ deposits or any other deposits subject to refund until such deposits have become the property of the Participant.

“Sales Agreement” means the agreement dated as of August 1, 1980, between PMPA and Duke titled “Purchase, Construction, and Ownership Agreement Relating to Twenty-Five Percent of Unit 2 of the Catawba Nuclear Station”, providing for the construction, initial fueling, and placing into commercial operation of the Catawba Nuclear Station and for the sale to PMPA of a twenty-five percent (25%)

undivided ownership interest in Unit 2 of the Catawba Nuclear Station, as amended by amendment dated October 22, 1982, and as the same may be modified, amended, or supplemented from time to time.

“SEPA” means the Southeastern Power Administration or successor federal government agency that can allocate federally owned generation to Participant.

“Supplemental Bulk Power Supply” means, with respect to a Participant, that portion of Full Requirements Bulk Power Supply required by such Participant in excess of that supplied to such Participant to serve its load from (1) Catawba Project Output pursuant to the Catawba Project Power Sales Agreement and the Catawba Project Power Sales Renewal Agreement, (2) any project output from a project financed as an Additional Project under the Bond Resolution from which such Participant receives electric power and energy pursuant to its project power sales agreement with respect to such Additional Project, and (3) any future projects owned or controlled by PMPA not financed as a Project under the Bond Resolution but instead financed as a separate system from which such Participant separately contracts with PMPA to purchase electric power and energy. Supplemental Bulk Power Supply shall also include the provision of all reserves and other backstand services, supplemental capacity and energy, and all other types of purchases and interchange service necessary to integrate Catawba Project Output into PMPA’s overall bulk power supply arrangement. To the extent not otherwise provided in any project power sales agreement with respect to a project described in (2) or (3) above, the services specified in the immediately two preceding sentences with respect to such project shall also be included in Supplemental Bulk Power Supply.

“Supplemental Power Costs” for any period shall mean all costs associated with or incidental to Supplemental Bulk Power Supply for such period, including, but not limited to, the cost of resource scheduling, working capital, reserves deemed necessary for Supplemental Bulk Power Supply by PMPA, and the allocable portion of administrative and general expenses incurred by PMPA. Because the Catawba Project Power Sales Agreements and the Catawba Project Power Sales Renewal Agreements provide that Catawba Project Output is sold at the point of electrical connection of the Catawba Project with the transmission facilities required to deliver Catawba Project Output to the Participants, and the resources that PMPA secures in order to furnish Supplemental Bulk Power Supply is sold at a point of electrical connection that requires transmission service, Supplemental Power Costs shall include all costs related to any other services, including transmission service, procured by PMPA to deliver Full Requirements Bulk Power Supply to the Participant’s Delivery Point(s). The costs of such services shall include, among other costs, the costs of procurement of transmission service from Duke through the NITS or from other transmission service providers as well as the costs of fulfillment of such obligations as such transmission service providers may require, including the installation and maintenance of metering equipment at each Delivery Point.

“Supplemental Power Sales Agreement” means the agreement in effect as of the execution date of this agreement whereby PMPA agreed to sell, and the Participant agreed to purchase, all electric power and energy required by the Participant, inclusive of the Participant’s purchases under the Catawba Project Power Sales Agreement and the Catawba Project Power Sales Renewal Agreement and exclusive of any purchases of power and energy by the Participant from SEPA [and power and energy derived from the Abbeville Hydroelectric Power Plant].

“Supplemental Power Sales Renewal Agreement” means this Agreement and each other Agreement substantially identical to this Agreement, except as provided in Section 3(f) hereof, entered into by PMPA and any Participant with respect to the purchase and sale of Supplemental Bulk Power Supply, including any amendments thereto and any subsequent supplemental power sales agreement entered into by PMPA and a Participant as a result of the provisions of Sections 3(f) and 3(g) hereof and thereof.

“Usual Utility Practice” means, at a particular time, any of the practices, methods, and acts that, in the exercise of reasonable judgment in the light of the facts (including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with reliability and safety. Usual Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather to be a number of possible practices, methods, or acts. In evaluating whether any matter conforms to Usual Utility Practice as used in this Agreement, the Parties hereto shall take into account the fact that PMPA and each Participant is a public body corporate and politic organized under the laws of the State of South Carolina, with the statutory duties and responsibilities thereof.

SECTION 2. Term of Agreement. This Agreement shall become effective on the Effective Date and shall remain in full force and effect for the duration of the term of and shall be coterminous with the Participant’s Catawba Project Power Sales Renewal Agreement. Notwithstanding the foregoing, this Agreement may be terminated by PMPA as provided in Sections 3(f) and 8 of this Agreement. Termination of this Agreement shall in no way modify the terms and conditions of the Catawba Project Power Sales Agreement or the Catawba Project Power Sales Renewal Agreement between PMPA and the Participant, the terms and conditions of any other power sales agreement entered into between the Participant and PMPA for a portion of Full Requirements Bulk Power Supply other than Supplemental Bulk Power Supply, or the Participant’s obligations pursuant to Section 3(g) of this Agreement.

This Agreement shall not be subject to termination by any party under any circumstances, whether based upon the default of any other party under this Agreement or any other instrument or otherwise, except as specifically provided in this Agreement.

Termination or expiration of this Agreement shall not affect any accrued liability or obligation hereunder.

SECTION 3. Sale and Purchase of Supplemental Bulk Power Supply.

(a) Commencing with the first day of the first Contract Year, PMPA shall provide or cause to be provided and sell, and the Participant shall purchase from PMPA, the Supplemental Bulk Power Supply requirements of the Participant. PMPA will be responsible in accordance with the provisions of this Agreement for planning, negotiating, designing, financing, acquiring or constructing, contracting for, administering, operating, and maintaining all generation and transmission arrangements and facilities and power purchases necessary to effect the delivery and sale of Supplemental Bulk Power Supply to the Participant during the term of this Agreement. Supplemental Bulk Power Supply furnished hereunder will be provided on a take or pay basis. Parties agree that PMPA will be the sole exclusive supplier of Supplemental Bulk Power Supply.

(b) Supplemental Bulk Power Supply shall be obtained or furnished and delivered or caused to be delivered by PMPA in the manner it determines to be most economical, dependable, and otherwise feasible.

(c) The Participant shall (1) enter into any contract or contracts with PMPA or any other bulk power supplier, the terms and provisions of which shall not be inconsistent with this Agreement, as may be necessary or desirable to enable PMPA and Participant fairly, reasonably, and equitably to exercise and perform their respective rights and obligations under this Agreement; and (2) not enter into any new contract, or to modify or amend any existing contract, with any other bulk power supplier, except SEPA, without the prior written consent and approval of PMPA which consent and approval shall not be withheld

by PMPA if such new contract, or modification or amendment of a contract, is not inconsistent with the provisions of this Agreement.

(d) From and after the effective date of this Agreement, neither PMPA nor Participant shall enter into any contract that shall preclude or impair the ability of PMPA or Participant to exercise and perform its rights and obligations under this Agreement.

(e) PMPA, for the purpose of carrying out its rights and obligations under this Agreement, shall be, and Participant hereby designates and appoints PMPA as, Participant's sole agent to the fullest legal extent that such agency may be established for such purposes.

(f) Nothing in this Agreement shall preclude or impair the right or ability of PMPA and the Participant or other Participants to enter into a separate or additional contract for the furnishing by PMPA of all or any portion of such Participant's Supplemental Bulk Power Supply requirements from one or more facilities that may be acquired or constructed by PMPA in addition to the Catawba Project, or PMPA's right or ability to contract to obtain power and energy from, or to utilize in any lawful manner the generation or transmission facilities of, Participant or any other Participant. Notwithstanding any other provision of this Agreement, PMPA's obligation to provide Supplemental Bulk Power Supply to the Participant from and after any date, current or future, as may be fixed by the Board of Directors of PMPA shall, if PMPA determines that to provide such Supplemental Bulk Power Supply it is necessary or desirable that it acquire or construct additional generation or transmission facilities or enter into power purchase agreements or interconnection agreements and for the Participant to enter into an additional agreement with PMPA in respect thereto similar to the Participant's Catawba Project Power Sales Agreement and Catawba Project Power Sales Renewal Agreement, be conditioned upon the Participant's entering into such additional project power sales agreement. If the Participant fails to enter into such additional project power sales agreement, such failure shall give PMPA the right, effective from and after such fixed date, to terminate this Agreement, and PMPA and the Participant shall negotiate in good faith to enter into a new supplemental power sales agreement having such additional terms and conditions as PMPA may reasonably require. Participant shall not undertake any additional self-generation capacity to supply any portion of its power and energy requirements from any source other than PMPA or SEPA, without the prior written consent and approval of PMPA. In determining whether to grant such consent and approval, PMPA shall consider the best interests of PMPA and the other Participants and such determination shall be conclusive. PMPA, at its sole option, may condition such consent and approval on termination of this Agreement and acceptance by the Participant of a new supplemental power sales agreement containing such terms and conditions as PMPA may require.

(g) From and after the effective date of any termination of this Agreement pursuant to Section 2, the Participant shall be solely responsible for procuring its Supplemental Bulk Power Supply, including the delivery of its Participant's Catawba Share of Catawba Project Output and the output of any additional project of PMPA, unless otherwise provided in the agreement between PMPA and the Participant with respect to such additional project, to the Participant's Delivery Point(s); provided, however, that such Participant shall be obligated to PMPA under this Agreement for any costs incurred by PMPA pursuant to the Project Agreements or any other agreements with a bulk power supplier associated with the backstand or delivery to the Participant's Delivery Point(s) of the Participant's Catawba Share of Project Output and the output of any additional project to the extent provided under this Agreement, services from General Facilities Projects, or Supplemental Bulk Power Supply or any delivery facilities, or any other cost not included in the Catawba Project Power Sales Agreement and the Catawba Project Power Sales Renewal Agreement or not included in the costs payable by the Participant under any other project power sales agreement with PMPA.

SECTION 4. Rates, Charges, Cost Recovery. PMPA shall establish appropriate rates, charges, and allocated cost recovery for Supplemental Bulk Power Supply, including an automatic adjustment clause that PMPA may establish from time to time, and other terms and conditions, sufficient at all times to pay all Supplemental Power Costs of PMPA. PMPA shall furnish to the Participants the basis for any changes in such rates, charges, and allocated cost recovery. PMPA will provide as much reasonable notice as possible for such changes in light of the circumstances requiring the revisions and will respond to inquiries of the Participants concerning such revisions.

PMPA may from time to time establish different rates, charges, and allocated cost recovery for supplemental power or other types of service to entities other than the Participants that are parties to a Catawba Project Power Sales Agreement or the Catawba Project Power Sales Renewal Agreement.

SECTION 5. Annual Supplemental Budget; Billing; Payments by the Participant.

(a) Prior to each Contract Year, PMPA shall deliver via electronic means to the Participant an Annual Supplemental Budget for the Contract Year. During each Contract Year, PMPA shall periodically review the Annual Supplemental Budget for the Contract Year. In the event such review indicates that the Annual Supplemental Budget does not or will not substantially correspond with actual receipts and expenditures, or if at any time during such Contract Year there are or are expected to be extraordinary receipts, credits, or costs substantially affecting the Supplemental Power Costs, PMPA shall revise and deliver via electronic means to the Participant an amended Annual Supplemental Budget that shall supersede for the remainder of such Contract Year the Annual Supplemental Budget or amended Annual Supplemental Budget theretofore provided as the basis for the Supplemental Power Costs.

(b) On or before the fifteenth (15th) day of each month of each Contract Year (beginning with the first full month of the Contract Year), or such other date that PMPA shall establish from time to time, PMPA shall prepare, date, and on such date provide via electronic means to the Participant a Billing Statement showing (i) the amount of kilowatts and kilowatt hours of Full Requirements Bulk Power Supply and resulting Supplemental Bulk Power Supply delivered to the Participant in the preceding month at the Participant's Delivery Point(s); (ii) the Supplemental Power Costs payable by the Participant; (iii) any amounts payable by the Participant to PMPA delineated in Section 9; (iv) any other charges for service other than for the provision of Full Requirements Bulk Power Supply for the preceding month; and (v) the total amount payable by the Participant therefor at PMPA's rates, charges, and allocated cost recovery established pursuant to Section 4 hereof.

(c) The amounts shown in the Billing Statement to be paid to PMPA by the Participant shall be due and payable ten (10) calendar days after the date of the Billing Statement, and any amounts due and not paid by the Participant within ten (10) calendar days after the date of the Billing Statement shall accrue a late payment charge computed at the rate of one percent (1%) per month. Remittances shall be made via electronic funds transfer (EFT), such as by wire or through an Automated Clearing House (ACH).

(d) In the event of any dispute as to any portion of any Billing Statement, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to PMPA not later than the end of the Contract Year in which such payment is due, but in any event the Participant shall have sixty (60) days to so give such notice. Such notice shall identify the disputed bill, state the amount in dispute, and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. PMPA shall give consideration to such dispute and shall advise the Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication, or otherwise) of the correct amount, there shall be made an

appropriate adjustment to the Billing Statement(s) next submitted to the Participant after such determination.

SECTION 6. Rate Review; Payment Sources; Certain Obligations of Participants.

(a) PMPA, at such intervals as it shall deem appropriate, but in any event not less frequently than once each Contract Year, shall review its rates, charges, and allocated cost recovery hereunder and, if necessary, shall revise such rates, charges, and allocated cost recovery so that the revenues collected hereunder shall be at least sufficient to comply with the provisions of Section 4. PMPA shall cause a notice in writing to be given to the Participant and the other Participants that sets out all the proposed revisions of the rates, charges, and allocated cost recovery and the date upon which such revised rates, charges, and allocated cost recovery shall become effective. The effective date shall not be less than forty (40) days after the date of the notice except when required to assure compliance with the provisions of Section 4 hereof, and shall set forth the basis upon which the rates, charges, and allocated cost recovery are proposed to be adjusted and established. Monthly changes in amounts billed pursuant to any automatic adjustment clauses included in the rates and charges shall not require notice, but changes in such clauses shall be subject to the foregoing notice provisions.

(b) The obligations of the Participant to make payments under Section 5 for its Supplemental Bulk Power Supply shall be an operating expense of its Electric System.

(c) The Participant shall not be required to make any payments to PMPA under this Agreement except from the Revenues of its Electric System. The Participant covenants and agrees that it will fix, charge, and collect rents, rates, fees, and charges for electric power and energy and other services, facilities, and commodities sold, furnished, or supplied through the facilities of its Electric System at least sufficient to provide Revenues adequate to meet its obligations under this Agreement and any additional agreement between PMPA and the Participant, and to pay any and all other amounts payable from or constituting a charge or lien upon such Revenues, including, but not limited to, the principal of and interest on any bonds, notes, or other evidences of indebtedness heretofore or hereafter issued that are secured in any manner by a pledge of the Revenues.

(d) The Participant covenants and agrees that in accordance with Usual Utility Practice it (i) shall at all times operate the properties of its Electric System and the business in connection therewith in an efficient manner and at reasonable cost; (ii) shall maintain its Electric System in good repair, working order, and condition; and (iii) shall from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments, equippings, and furnishings to its Electric System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted.

(e) The Participant covenants and agrees not to issue, after the effective date of this Agreement, any bonds, notes, or other evidences of indebtedness payable from the Revenues on a parity with or superior to the payment of its obligations under this Agreement for any purpose or combination of purposes other than to fund the cost of additions, replacements, or improvements to its Electric System or Combined Utility System or to refund outstanding obligations issued solely for the purpose of funding the cost of additions, replacements, or improvements to its Electric System or Combined Utility System. The Participant covenants and agrees not to issue its bonds, notes, or other evidences of indebtedness, or enter into an agreement or contract to take or to take or pay for electric power and energy, other than a power sales agreement with PMPA, payable from the Revenues on a parity with or superior to the payment of its obligations under this Agreement unless an independent consulting engineer or engineering firm having a national and favorable reputation for special skill, knowledge, and experience in analyzing the operations of utility systems shall render and file with PMPA a written opinion that the facilities for the financing of which the bonds, notes, or other evidences of indebtedness are being issued or with respect to which such

agreement is being entered into are (or were when the Participant committed itself to them by contract or financing) reasonably expected to properly and advantageously contribute to the conduct of the business of its Electric System or Combined Utility System in an efficient and economical manner consistent with Usual Utility Practice and will not impair the ability of the Participant to raise Revenues sufficient to meet its obligations under Section 6(c) hereof. The Participant further covenants and agrees not to combine with its Electric System or Combined Utility System, as the case may be, any additional system, function, service, enterprise, or undertaking, without the express written consent of PMPA.

(f) The Participant shall take no action the effect of which would be to prevent, hinder, or delay PMPA from the timely fulfillment of its obligations under this Agreement.

SECTION 7. Obligations in the Event of Default.

(a) Upon failure of the Participant to make any payment in full when due under this Agreement or any other agreement between PMPA and the Participant, PMPA shall make demand upon the Participant. If said failure is not remedied within fifteen (15) days from the date of such demand, it shall constitute a default at the expiration of such period. Notice of such demand shall be provided to the other Participants by PMPA.

(b) If the Participant shall fail to perform any obligation hereunder, except for the failure to make a payment as described in Section 7(a), PMPA shall provide notice of such failure to the Participant. If said failure is not remedied within thirty (30) days from the date of such notice, it shall constitute a default at the expiration of such period. Notice of such demand shall be provided to the other Participants by PMPA.

(c) Any waiver at any time by either party to this Agreement of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with such Agreement, shall not be considered a waiver with respect to any subsequent default, right, or matter.

(d) In the event of any default by PMPA under any covenant, agreement, or obligation of this Agreement, the Participant may, upon thirty (30) days' prior written notice, bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Agreement against PMPA.

(e) No remedy conferred upon or reserved to the parties hereto is intended to be exclusive of any other remedy or remedies available hereunder or now or hereafter existing at law, in equity, or by statute or otherwise, but each and every such remedy shall be cumulative and shall be in addition to every other such remedy. The pursuit by either party of any specific remedy shall not be deemed to be an election of that remedy to the exclusion of any other or others, whether provided hereunder or by law, equity, or statute.

SECTION 8. Rights of PMPA in the Event of Default. In the event of a default by the Participant as described in Section 7(a) or (b), PMPA shall have the right, after the applicable cure period as specified in Section 7(a) or (b), in its sole and absolute discretion, to do any or all of the following: (i) terminate this Agreement, effective upon the provision of at least thirty (30) days' written notice to the Participant (or upon such later date as may be specified in such notice); (ii) suspend performance during such notice period; and/or (iii) pursue any and all other remedies against the Participant available at law or in equity.

SECTION 9. Dispatch; Deliveries; Distribution Delivery Stations; Radial Tap Lines; System Reliability.

(a) The Catawba Project will be dispatched, operated, and maintained pursuant to the terms and conditions of the Catawba Project Power Sales Agreements, the Catawba Project Power Sales Renewal Agreements, and the Project Agreements. Provisions for dispatching, and operation and maintenance with respect to, any additional project will be contained in the project power sales agreements with respect thereto.

(b) Full Requirements Bulk Power Supply shall be delivered to the high voltage side of the Participant's Delivery Point(s) unless PMPA and the Participant agree otherwise.

(c) In addition to the other obligations of the Participant pursuant to this Agreement, the Participant shall be responsible hereunder for all costs of Distribution Delivery Stations required to supply the Participant's Full Requirements Bulk Power Supply at the Participant's Delivery Point(s) and any costs incurred by PMPA associated therewith, including but not limited to (i) payments to Duke related to Distribution Delivery Stations pursuant to the terms and conditions of the NITS; (ii) payment of any and all costs of ownership, operation, maintenance, renewals, replacements, and additions to Distribution Delivery Station(s) owned by PMPA pursuant to a Distribution Delivery Station Use Agreement between PMPA and Participant as provided for in Section 9(d); and (iii) payment of any and all costs of operation and maintenance of Distribution Delivery Station(s) owned by Participant and operated by PMPA as provided for in Section 9(d).

(d) When a Participant requires a new Delivery Point, at the earliest possible date, it shall notify PMPA and identify the proposed location, the required capacity, and the desired voltage. At the time the Participant notifies PMPA that it requires a new Delivery Point, it shall state whether it intends to own, construct, and finance the new required Distribution Delivery Station. In the event that the Participant declines to own, construct, and finance the new required Distribution Delivery Station, it shall provide to PMPA the justification of the need for the new Distribution Delivery Station. If PMPA concurs in the need for the new Distribution Delivery Station, it may, at its sole discretion, elect to either own or lease from others the required Distribution Delivery Station.

If PMPA elects to own, construct, and finance such Distribution Delivery Station, the Participant and PMPA will enter into a Distribution Delivery Station Use Agreement, which shall provide for payment of all costs of PMPA's ownership of such facilities. If PMPA's ownership of such facilities is effected through financing, the Distribution Delivery Station Use Agreement will contain such provisions, covenants, and payment guarantees as PMPA may require relating to the term of the agreement and the Participant's obligation to pay the lease payments from Revenue of the Participant's Electric System in order to provide security for PMPA's financing of such facilities. PMPA and any Participants desiring such lease arrangement agree to negotiate in good faith the terms and conditions of the Distribution Delivery Station Use Agreement.

If PMPA elects to lease such Distribution Delivery Station from others, on behalf of the Participant, the Participant shall make monthly payments to PMPA sufficient to cover all of PMPA's costs associated therewith.

For any Distribution Delivery Stations owned by the Participant, if such Participant requests PMPA to operate and maintain such Distribution Delivery Station, the Participant shall provide payment of all costs of PMPA's operation and maintenance of such facilities. The Participant shall provide PMPA with such request at the earliest possible date.

(e) The Participant shall assist PMPA in fulfilling (i) its responsibilities to Duke under the NITS, including providing detailed information about and projected capacity requirements for each Delivery Point in such form as Duke may require, and (ii) its responsibilities to the Participant hereunder. The projected capacity requirement shall be for the load reasonably expected to exist in the area served by each such Delivery Point.

(f) The costs of construction, operation, and maintenance of a Radial Tap Line to interconnect a Distribution Delivery Station to the Duke transmission system shall be directly assigned to the Participant, unless otherwise agreed to by PMPA and the Participant.

(g) The Participant shall avoid and refrain from any acts or transactions, or the use of any equipment, appliance, or device, that would have a significant adverse effect upon the reliability or operating characteristics of the Duke system, of the interconnected facilities of PMPA, or of its other Participants.

(h) It is expressly understood and agreed that PMPA does not hereby contract to furnish Participant electric power for pumping water for extinguishing fires.

(i) The Participant shall install, maintain, and operate such protective equipment and switching, voltage control, load shedding, and emergency facilities as shall be required in order to meet the requirements specified in the NITS and to assure continuity and adequacy of service and the stability of the interconnected facilities of Duke and PMPA and the other Participants.

SECTION 10. Consulting Engineer.

(a) PMPA will retain on a continuous basis, as Consulting Engineer, an independent consulting engineer or engineering firm or corporation having a national and favorable reputation for special skill, knowledge, and experience in analyzing the operations of electric utility systems, preparing rate analyses, forecasting the loads and revenues of electric utility systems, and advising on the operation of electric generating facilities and marketing of power and energy therefrom (which Consulting Engineer shall be the consulting engineer appointed and retained by PMPA under the Bond Resolution) to advise PMPA upon request and render opinions to PMPA upon request on matters relating to electric power generation, transmission, power supply, electric utility operations, rates and charges, electric utility economics and financing, and budgets. PMPA shall cause the Consulting Engineer to prepare within one hundred sixty (160) days following the close of each Contract Year, an annual engineering report with respect to PMPA for the immediately preceding Contract Year, which report shall contain a copy of the annual audit and shall include, to the extent then applicable:

- (1) a report on the operations of PMPA;
- (2) a report on the management of the Full Requirements Bulk Power Supply;
- (3) a report on the sufficiency of rates, charges, and allocated cost recovery for Supplemental Bulk Power Supply related services;
- (4) a report on requirements for future bulk power supply; and
- (5) a projection for a reasonable period of time of PMPA's costs of providing Full Requirements Bulk Power Supply to all Participants.

(b) PMPA shall cause a copy of said engineering report to be delivered to the Participant.

SECTION 11. Participant Planning and Operations.

(a) Power Supply Planning. The Participant will keep PMPA advised on matters relating to the Participant's power supply planning, including but not limited to, load forecasts, proposed transmission additions, and new Delivery Points.

(b) Diligence. The Participant will exercise diligence in the operation of its Electric System with the view of securing efficiency in keeping with Usual Utility Practice, will construct its facilities in accordance with specifications at least equal to those prescribed by the National Electric Safety Code of the United States Bureau of Standards, will maintain its lines at all times in a safe operating condition, and will operate said lines in conformity with Section 9(f) of this Agreement. The Participant will use electric service equally from the three phases as nearly as possible. The Participant will meet the power factor requirements at each Delivery Point through which its Full Requirements Bulk Power Supply is delivered in accordance with the NITS or will be responsible for the costs to PMPA under the NITS of not so doing.

(c) Access. PMPA and the Participant each will give the other the right to enter the premises of the other at all reasonable times for the purpose of repairing or removing facilities, reading meters, or performing work incidental to delivery and receipt of Full Requirements Bulk Power Supply.

SECTION 12. Miscellaneous General Provisions.

(a) Character and Continuity of Service. PMPA may temporarily interrupt or reduce deliveries of electric energy to the Participant if PMPA determines that such interruption or reduction is necessary in case of emergencies or in order to install equipment in, make repairs to, replace, investigate, inspect or perform other maintenance work on its generation or transmission facilities and related apparatuses. After informing the Participant regarding any such planned interruption or reduction, giving the reason therefor, and stating the probable duration thereof, PMPA will, to the best of its ability, schedule such interruption or reduction at a time that will cause the least interference with the operations of the Participants.

PMPA shall not be required to provide and shall not be liable for failure to provide, service under this Agreement when such failure or the cessation or curtailment of or interference with the service is caused by Force Majeure or, with respect to the services to be provided for Supplemental Bulk Power Supply, is caused by the failure or refusal of any other bulk power supplier to enter into reasonable contracts with PMPA or by the inability of PMPA to obtain any required governmental approvals to enable PMPA to acquire or construct any facilities.

(b) Metering. The Participant shall supply without cost to PMPA a suitable place for installing PMPA's metering equipment (or Duke's metering equipment, in the case where meters are leased from Duke). Such metering equipment shall be used for determining the quantity and conditions of the supply of electric power and energy delivered by PMPA under this Agreement; provided, however, that the Participant may at its own cost install additional metering equipment to provide a check on metering equipment of PMPA or Duke.

On the written request of the Participant, a special test shall be made to determine the accuracy of any meter. The costs therefor shall be borne by the Participant unless the test discloses an inaccuracy exceeding the standards set forth in the NITS. PMPA shall notify the Participant of the date and time of any such requested test that PMPA intends to have made on any meter, and the Participant may have representation at such test. If any such special test of metering equipment discloses an inaccuracy exceeding the standards set forth in the NITS, the inaccuracy shall be corrected forthwith and the accounts between the parties for service theretofore delivered shall be adjusted to correct for the inaccuracy disclosed over the shorter of the following two periods: (a) for the thirty (30) day period immediately preceding the date

of the request for the test plus the time, if any, required for correction or (b) for the period that such inaccuracy may be determined to have existed.

Should regular meters or metering equipment at any time fail to register, PMPA's check meters, if any, shall be used. If no check meters exist, PMPA shall determine the electric power and energy delivered using the best available data.

(c) Liability of Parties. PMPA and the Participant shall, to the extent permitted by law, reimburse each other for any and all loss or damage sustained to any person or property by reason of any act or performance, or failure to act or perform, on the part of the other or its officers, agents, or employees, in constructing, maintaining, or operating the other's apparatus, appliances, or other property, or in the transmission, control, or application, redistribution, delivery, or sale of said power and energy. Such right of reimbursement shall be available to each party, its agents, servants, and employees, and it shall encompass any and all losses, damages, injuries, costs, and expenses, including expenses incurred by the reimbursed party, its agents, servants, or employees, in connection with investigating any claim or defending any action, and including reasonable attorneys' fees incurred or suffered by the reimbursed party, its agents, servants, or employees, by reason of the assertion of any such claim against the reimbursed party, its agents, servants, or employees. PMPA and the Participant may assume on behalf of the other, its agents, servants, and employees, at their option after written notification by the other, the defense of any action at law or in equity that may be brought against the other, its agents, servants, or employees, upon any such claim. PMPA and the Participant, regardless of whether one assumes the defense of any action or the other defends such action, will pay on behalf of the other, its agents, servants, or employees the amount of any judgment that may be entered against the other, its agents, servants, or employees in any such action.

(d) No Adverse Distinction. PMPA agrees that there shall be no pattern of adverse distinction and no pattern of undue discrimination in carrying out its obligations under this Agreement relating to the Participant as compared to the other Participants.

(e) Other Terms and Conditions. Service hereunder shall be in accordance with such other terms and conditions as are established as part of PMPA's service rules and regulations, which shall not be inconsistent with the provisions of this Agreement.

(f) Notices and Computation of Time. Any notice or demand given by the Participant to PMPA under this Agreement shall be deemed properly given if given in writing addressed to the General Manager of PMPA at its principal office designated in writing, as filed with the Participant by PMPA, and provided via any of the following means: (i) hand delivery (including by courier or process server); (ii) nationally recognized mail delivery service, such as UPS, FedEx, or U.S. Postal Service, with signature receipt; (iii) electronic delivery, such as e-mail, with acknowledgment of receipt. Any notice, demand, budget, or statement given or rendered by PMPA to the Participant under this Agreement shall be deemed properly given or rendered if given in writing addressed to the person designated in writing, as filed with PMPA by the Participant, and provided via one of the delivery means as above provided. The designations of the name and address to which any such notice or demand is directed may be changed at any time and from time to time by either Party giving notice as above provided.

In computing any period of time prescribed or allowed under this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, a Sunday, or a legal holiday in South Carolina, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday in South Carolina.

SECTION 13. Future Projects; General Facilities Projects; Future Participants.

(a) PMPA may at the direction of its Board of Directors from time to time conduct studies and negotiations with respect to planning, designing, financing, constructing, administering, operating, and maintaining or otherwise acquiring future generation and transmission facilities or rights to the output thereof in addition to those contemplated for the Catawba Project, and may make recommendations to the Participant that such future facilities be undertaken by PMPA, either as an Additional Project under the Bond Resolution or as a separate system, specifying the proposed project share of each Participant with respect thereto. The costs of such studies and negotiations shall be Supplemental Power Costs which will be reimbursed to the Participant by PMPA from the first proceeds of any bonds or other obligations, if any, for such project. Subject to Section 3(f), if the Participant wishes to participate in and PMPA wishes to undertake any such future project, the Participant shall execute a project power sales agreement therefor with PMPA substantially identical in form and substance, with respect to the duties and obligations of PMPA and the Participant, to the Catawba Project Power Sales Agreement and the Catawba Project Power Sales Renewal Agreement with such other changes as the factual situation with respect to such project and its financing warrants.

(b) The Participant recognizes that during the term of this Agreement PMPA may determine that in fulfilling its obligations under the Supplemental Power Sales Renewal Agreements it is economically advantageous to PMPA and its Participants for PMPA to finance General Facilities Projects. The Participant hereby agrees that the obligations of PMPA with respect to indebtedness issued for General Facilities Projects shall be Supplemental Power Costs under this Agreement. In the alternative PMPA may determine to finance any General Facilities Project as an Additional Project under the Bond Resolution or as a separate system in which event the provisions of Section 3(f) and Section 13(a) shall apply.

(c) It is expressly understood that nothing herein shall preclude other future participants from contracting with PMPA for planning, procuring, and providing such other future participants' bulk power supply, including participation in other projects undertaken by PMPA.

SECTION 14. Records; Accounts; Reports; Audits.

PMPA shall keep accurate records and accounts for the provision of Supplemental Bulk Power Supply, separate and distinct from its other records and accounts. Such records and accounts shall contain information supporting the allocation of PMPA's indirect costs. Such records and accounts shall be audited annually by a firm of independent certified public accountants, experienced in electric utility accounting, to be employed by PMPA. Such records and accounts and such annual audit, including all written comments and recommendations of such accountants, shall be made available for inspection at any reasonable time by the Participant at the principal office of PMPA.

The Participant shall keep accurate records and accounts for its Electric System, separate and distinct from its other records and accounts. Such records and accounts shall be audited annually by a certified public accountant or a firm of certified public accountants who have no personal interest, direct or indirect, in the fiscal affairs of the municipal government of the Participant or any of its officers, which audit may be part of the annual audit of the accounts of the Participant. Such records and accounts shall be made available for inspection by PMPA at any reasonable time, and a copy of such annual audit, including all written comments and recommendations of such accounts, shall be furnished to PMPA not later than one hundred twenty (120) days after the close of the Participant's fiscal year.

PMPA shall, following the close of each fiscal year, submit an annual report of its activities for the preceding year to the Participant. Each such report shall set forth a complete operating and financial statement covering the operations of PMPA.

SECTION 15. Modification and Uniformity of Agreements.

(a) This Agreement shall not be subject to termination by any party under any circumstances whether based upon the default of any other party under this Agreement, or any other instrument, or otherwise, except as specifically provided in this Agreement.

(b) If any other Supplemental Power Sales Renewal Agreement is amended or replaced, other than pursuant to the provisions of Section 3(f) hereof, so that it contains terms and conditions different from those contained in this Agreement, PMPA shall notify the Participant and, at the option of the Participant and upon timely request, PMPA shall amend this Agreement to include similar terms and conditions.

SECTION 16. Assignment of Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the Parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be assigned or transferred by the Participant, if in the opinion of counsel to PMPA such assignment or transfer would adversely affect the exemption from Federal income taxation of the interest on the bonds issued pursuant to the Bond Resolution or the exemption from Federal income taxation of the interest on any obligation of PMPA issued to finance a project or would be unlawful or violate any provision of the Ownership Agreements, or if PMPA determines, in its sole discretion, that it will not have sufficient resources to meet its obligations under this Agreement to the assignee or successor or that to meet such obligations would have a material adverse effect on the interests of the other Participants.

SECTION 17. Severability. If any section, paragraph, clause, or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein. In the event of any such invalidity, the parties hereto shall promptly negotiate in good faith valid new provisions to restore the Agreement to its original intent and effect.

SECTION 18. Applicable Law; Construction. This Agreement is made under and shall be governed by the laws of the State of South Carolina. Headings herein are for convenience only and shall not influence the construction hereof.

SECTION 19. Survivorship of Obligations. The termination of this Agreement shall not discharge any party hereto from any obligation it owes to the other party under this Agreement by reason of any transaction, loss, cost, damage, expense, or liability that shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Agreement or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Agreement) shall survive the termination of this Agreement.

SECTION 20. No Delay. No disagreement or dispute of any kind between the parties to this Agreement or between any party and any other entity, concerning any matter including without limitation, the amount of any payment due from said party or the correctness of any billing made to the party, shall permit the said party or either of them, to delay or withhold any payment or the performance by any party of any other obligation pursuant to this Agreement. Each party shall promptly and diligently undertake to resolve such disagreement and dispute without undue delay.

SECTION 21. Further Documentation. From time to time after the execution of this Agreement, the parties hereto shall within their legal authority execute other documents as may be necessary, helpful, or appropriate to carry out the terms of this Agreement.

SECTION 22. Continuance and Enforcement of Agreement.

(a) Except as provided in Section 8 and paragraph (f) of Section 3, PMPA shall continue this Agreement in full force and effect and shall enforce this Agreement in accordance with its terms to the extent permitted by law.

(b) The failure of a party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of such party thereafter to enforce each and every such provision.

SECTION 23. Entire Agreement. This Agreement shall constitute the entire understanding among the parties hereto, superseding any and all previous understandings, oral or written, pertaining to the subject matter contained herein. No party hereto has relied, or will rely, upon any oral or written representation or oral or written information made or given to such party by any representative of the other party or anyone on its behalf.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all by authority of their respective governing bodies duly given.

[CITY/TOWN/PUBLIC WORKS AGENCY] OF _____

City Council

City of _____, South Carolina

Executed: _____, 20__

Executed: _____, 20__

By: _____
Mayor

By: _____
Chairman

[CITY/TOWN/PUBLIC WORKS AGENCY Seal]

Attest: _____
Secretary

PIEDMONT MUNICIPAL POWER AGENCY

Executed: _____, 20__

By: _____
Chairman

[PMPA Seal]

Attest: _____
Secretary

PMPA Zero-Emission Nuclear Power Production Credit Policy

Adopted: September 24, 2026

Overview

Section 13105 of the Inflation Reduction Act of 2022 created section 45U, the zero-emission nuclear power production credit, for electricity produced at a qualified nuclear power facility and sold by the taxpayer to an unrelated person in tax years beginning after December 31, 2023, and before January 1, 2033.

The base amount of the Zero-Emission Nuclear Power Production Credit is 0.3 cents/kWh, inflation adjusted after 2024. Credit amount is reduced based on the amount of the qualified nuclear power facility's gross receipts. Credit amount is increased by up to 5 times or up to 30 percent for facilities meeting prevailing wage requirements.

The Zero-Emission Nuclear Power Production Credit is eligible for direct payment or transfer.

No guidance has been issued by the Internal Revenue Service ("IRS") addressing the methodology to be used to calculate a nuclear power facility's gross receipts for purposes of the Zero-Emission Nuclear Power Production Credit. Further, PMPA's ownership of and agreements related to the Catawba Nuclear Station are complex and require a number of decisions to be made to determine the Zero-Emission Nuclear Power Production Credit available to PMPA.

This Policy memorializes the manner PMPA intends to determine the Zero-Emission Nuclear Power Production Credit it is eligible to claim and the procedures PMPA will follow in connection with a claim. This Policy does not address general administrative filing procedures or filing deadlines. A detailed memorandum provided by Burr Forman LLP to PMPA on the Zero-Emission Nuclear Power Production Credit should be reviewed in connection with the preparation of any Zero-Emission Nuclear Power Production Credit claim.

For tax years 2025 through 2028, the credits, if any, allocable to each Participant will be based on each Participant's pro-rata share of its Base Billing Demand with respect to the total Base Billing Demand. For tax years 2029 and beyond, the credits, if any, allocable to each Participant will be based on each Participant's pro rata share of Catawba output as prescribed in the original Catawba Project Power Sales Agreement.

Catawba Nuclear Station

PMPA holds legal title to an undivided 25% ownership interest in Unit 2. PMPA was prohibited by South Carolina law from acquiring a joint ownership interest with a for-profit utility (i.e. Duke) at the time it acquired its interest in Unit 2, but desired to be an owner of 25% of the Catawba Nuclear Station (i.e. 12.5% of each of Unit 1 and Unit 2). Duke, which was an owner of a 25% undivided ownership interest in Unit 1 in 1980, similarly desired to be an owner of 25% of the Catawba Nuclear Station (i.e. 12.5% of each of Unit 1 and Unit 2). To achieve effective ownership of Unit 1 and Unit 2 in the desired amounts, PMPA and Duke agreed, originally in an Interconnection Agreement dated August 1, 1980 relating to the operation of the Catawba Nuclear Units and currently pursuant to a Joint Ownership Support Agreement dated June 7, 2005, for a

Catawba Reliability Exchange, where PMPA and Duke exchanged rights to capacity proportionately between Unit 1 and Unit 2.

For purposes of the Zero-Emission Nuclear Power Production Credit PMPA will treat itself as the tax owner of 12.5% of each of Unit 1 and Unit 2.

Gross Receipts Calculation

PMPA will determine its gross receipts for the electricity produced by the Catawba Nuclear Units by determining the receipts per kWh PMPA receives from sales of electricity (i) pursuant to the McGuire Reliability Exchange Agreement dated June 7, 2005, (ii) pursuant to surplus sales to Santee Cooper, through TEA and to Duke, (iii) to its Participants, and (iv) any future sales not described in (i)-(iii).

The receipts per kWh for sales pursuant to the McGuire Reliability Exchange Agreement and surplus sales will be equal to the amounts specified in the contracts and related invoices for such third-party sales, excluding any charges for transmission. The receipts per kWh for sales to Participants will be determined using PMPA's cost-of-service methodology. PMPA will include amounts received for electricity produced by the Catawba Nuclear Units in the gross receipts calculation. PMPA will not include amounts received for transmission or other activities that occur or are attributable to activities that occur outside of the Catawba Nuclear Station in its gross receipts calculation. PMPA will exclude amounts recovered from Participants that are attributable to debt service, capital improvements, and any other items clearly unrelated to the Catawba Nuclear Station when determining the receipts per kWh received from its Participants. PMPA will calculate a depreciation cost for the Catawba Nuclear Station and include such amount as an expense recovered from its Participants in the cost-of-service methodology.

Return Disclosure

PMPA will include a spreadsheet or statement with a return claiming the Zero-Emission Nuclear Power Production Credit that details the items, methodology, and calculation of gross receipts, specifically including receipts that are excluded from the Zero-Emission Nuclear Power Production Credit gross receipts calculation.

Reserve

PMPA will retain all Zero-Emission Nuclear Power Production Credits it receives in reserve until the earlier of (i) the expiration of the statute of limitations for the IRS to examine the claim, or (ii) the receipt of an opinion from a nationally recognized law firm or accounting firm that PMPA will be/is entitled to the Zero-Emission Nuclear Power Production Credits as claimed. PMPA will not affirmatively pledge such amounts as security for any of PMPA's obligations. Such amounts will be held in trust and segregated from its other funds on deposit. Upon the release of amounts from the reserve such amounts shall be distributed to Participants as soon thereafter as reasonably practical.