



# Oconee Joint Regional Sewer Authority

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

## OCONEE JOINT REGIONAL SEWER AUTHORITY

### Commission Meeting

December 1, 2025

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

Commissioners that were present:

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

Commissioners that were not present:

- None. All Commissioners were in attendance.

OJRSA appointments and staff present were:

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

Others present were:

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

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

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

**C) Public Session** – None.

**D) Approval of Minutes:**

- Board of Commissioners Meeting of November 3, 2025

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

**E) Committee and Other Meeting Reports:**

- Reconstitution Committee and Executive Committee Meeting of October 9, 2025 as Approved by Committee on November 13, 2025 – Mr. Bronson presented the report to the Commission. *\*See attached minutes. Acceptance of the November 13, 2025 Meeting to be Considered at the January 5, 2026 Board Meeting.*

*Mr. Moulder made a motion, seconded by Mr. Dial, to accept the October 9, 2025 Reconstitution Committee and Executive Committee Meeting minutes as presented. The motion carried.*

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

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

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

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

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

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

**G) Presentation and Discussion Items:**

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

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

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

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

**H) Action Items:**

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

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

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

**2. Authorize the Executive Director to Execute the Quotation and Standard Terms of Sale Agreement with Evoqua Water Technologies, LLC, in the Amount of \$470,462 Plus a 5% Contingency for the Sole Source Procurement of Replacement Equipment for Final Clarifier #3 (Exhibit C)** – Mr. Bronson stated that the O&P Committee already discussed this and recommends approval. Mr. Lindsay stated he recommends it as well. Mr. Dial added that it was discussed in committee that if another company was hired, it would cost a huge amount to accommodate their equipment, and their equipment would be proprietary as well. Mr. Eleazer added that this agreement is just for the equipment; the installation will probably exceed \$50,000 and will be advertised for bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I) **Executive Director's Discussion and Compliance Matters** – Mr. Eleazer reported on the following:

- 1. Environmental and Regulatory Compliance Matters** – None.

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

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

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

- 3. Election of Officers and Committee Appointments** – At the beginning of the January 2026 board meeting, the OJRSA will elect the chair, vice-chair, secretary/treasurer, and committee appointments.
- 4. Miscellaneous (If Any)** – Mr. Eleazer thanked everyone for the feedback on the capacity reservation policy and wished everyone a Merry Christmas and Happy New Year.

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

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

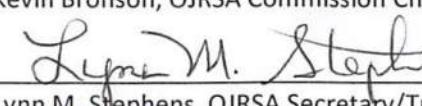
**Upcoming Meetings:**

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

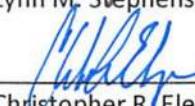
Approved By:

  
Kevin Bronson, OJRSA Commission Chair

Approved By:

  
Lynn M. Stephens, OJRSA Secretary/Treasurer

Approved By:

  
Christopher R. Eleazer, OJRSA Executive Director

Council, City of Walhalla Council, City of Westminster Council, Oconee County Council, SC DHEC, [www.ojrsa.org](http://www.ojrsa.org), and posted at the OJRSA Administration Building.

**\*ATTACHMENTS STARTING NEXT PAGE**



## Board of Commissioners Meeting

OJRSA Operations & Administration Building

Lamar Bailes Board Room

December 1, 2025 at 2:00 PM

**NOTE CHANGE OF MEETING TIME**

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

### Agenda

- A. Call to Order** – Kevin Bronson, Board Chair
- B. Invocation and Pledge of Allegiance** – Led by Commissioner Scott Parris
- C. Public Session** – Receive comments relating to topics that may or may not be on this agenda. Session is limited to a maximum of 30 minutes with no more than 5 minutes per speaker.
- D. Approval of Minutes**
  - Board of Commissioners Meeting of November 3, 2025
- E. Committee and Other Meeting Reports**
  - Reconstitution Committee and Executive Committee Meeting of October 9, 2025 as approved by committee on November 13, 2025 – Kevin Bronson, Committee Chair *Acceptance of the November 13, 2025 meeting to be considered at the January 5, 2026 board meeting*
  - Operations & Planning Committee Meeting of November 20, 2025 – Scott Moulder, Committee Chair
  - Finance & Administration Committee Meeting of November 25, 2025 – Celia Myers, Committee Chair
- F. Secretary/Treasurer's Report** (Exhibit A) – Lynn Stephens, Secretary/Treasurer
- G. Presentation and Discussion Items** *[May include vote and/or action on matters brought up for discussion]*
  - Discuss modifying the normal working hours of Maintenance and Conveyance System staff to 7:00 a.m. to 4:00 p.m. Monday through Friday – Chris Eleazer, Director and Kyle Lindsay, Operations Director
- H. Action Items**
  - 1. Authorize the Executive Director to execute the encroachment agreement with Central Electric Power Cooperative, Inc. as detailed in Exhibit B – Chris Eleazer, Director
  - 2. Authorize the Executive Director to execute the quotation and standard terms of sale agreement with Evoqua Water Technologies LLC, in the amount of \$470,462 plus a 5% contingency for the Sole Source Procurement of replacement equipment for Final Clarifier #3 (Exhibit C) – Kyle Lindsay, Operations Director
  - 3. Consider policy for reserving capacity for Large Developments (Exhibit D) – Chris Eleazer, Director
  - 4. Approve FY 2026 Supplemental Budget #2 (Exhibit E) – Chris Eleazer, Director
  - 5. Approve 2026 OJRSA Board and Committee meeting schedule (Exhibit F) – Chris Eleazer, Director
- I. Executive Director's Discussion and Compliance Matters** – Chris Eleazer, Director
  - 1. Environmental and regulatory compliance matters
  - 2. Thornwell/Target Development update
  - 3. Election of Officers and Committee appointments
  - 4. Miscellaneous *(if any)*
- J. Commissioners' Discussion** – Led by Kevin Bronson, Board Chair
  - Discussion can be related to matters addressed in this meeting or for future consideration by the Board or Committee. Voting is not permitted during this session.
- K. Adjourn**

### Upcoming Meetings

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

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



## Board of Commissioners Meeting Sign-in Sheet

Date: 12/11/25 Time: 2pm Location: WWTP Board Room



## Secretary/Treasurer's Report for Board of Commissioners

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

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

### UNRESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY

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

### RESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY

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

### Combined Total for All Funds

Cash	2,980,499	Investments	9,065,000	Combined	12,045,499
------	-----------	-------------	-----------	----------	------------

#### Account Notes:

### DAYS CASH ON HAND

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

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

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

### INDEPENDENT RECONCILIATION OF ACCOUNTS

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

#### Reconciliation Notes:

Waiting on October reconciliation letter from Susan Stamey.

*See next page for more information*

## INVESTMENTS UPDATE

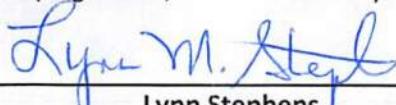
Maturing Investment	%age Rate	Fund Code	Maturity Date	Amount (\$)	To Be Reinvested?
Meadows Bank	4.3	O&M	11/28/2025	245,000.00	X YES NO
Dollar Bank	4.2	WIF	12/11/2025	245,000.00	X YES NO
Community West Bank	4.2	WIF	12/12/2025	245,000.00	X YES NO
Pathfinder Bank	4.25	O&M	12/23/2025	245,000.00	X YES NO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

## Investment Notes:

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

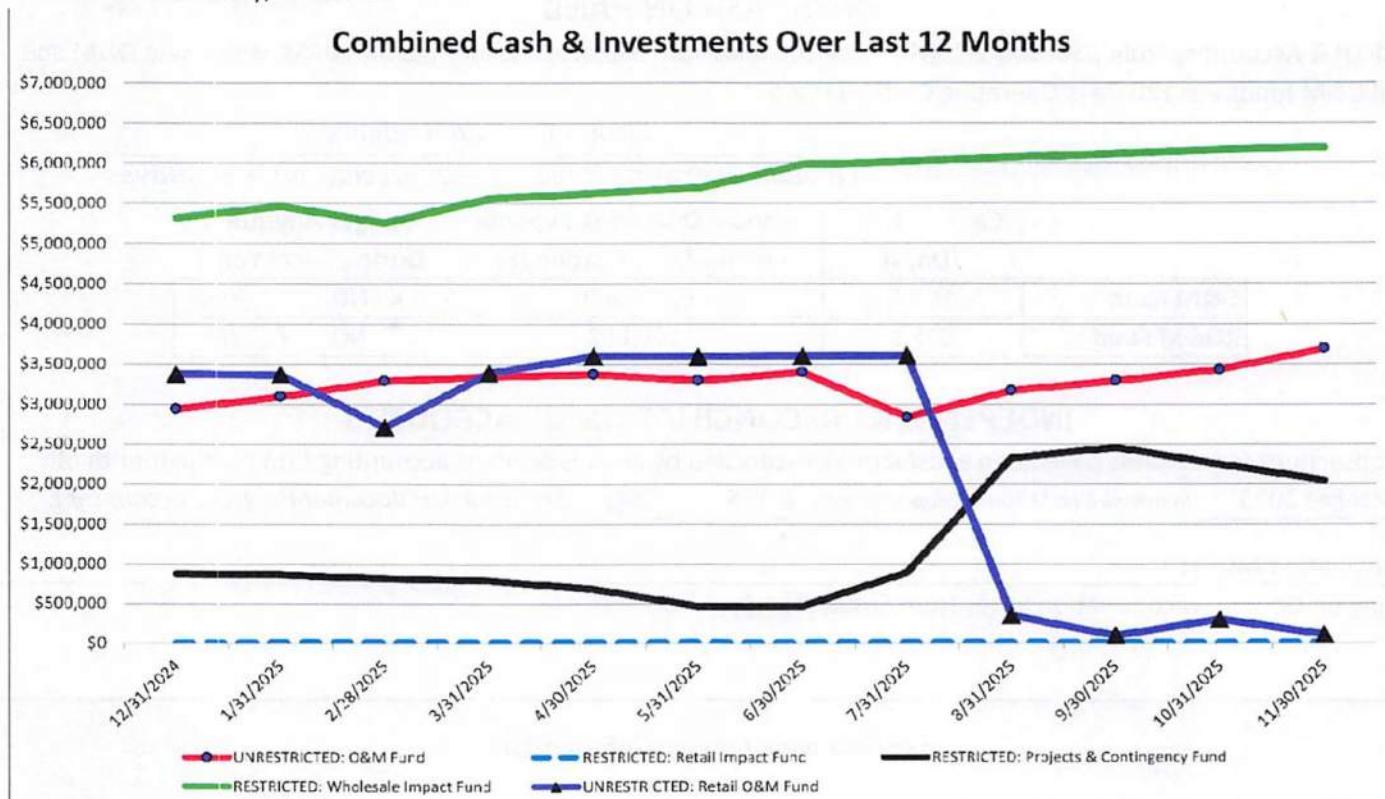
*See additional sheets for investment information and trends*

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



Lynn Stephens  
OJRSA Secretary/Treasurer

## Combined Cash &amp; Investments Over Last 12 Months





GRAYBILL, LANSCHE &amp; VINZANI, LLC

REPLY TO:

**Ryan W. Newton**

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

November 5, 2025

VIA ELECTRONIC MAIL

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

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

Dear Chris:

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

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

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

Very truly yours,

**GRAYBILL, LANSCHE & VINZANI, LLC**

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

Ryan W. Newton

Attachment

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

Attn: Todd Berrian  
20 Cooperative Way  
Columbia, SC 29210

TMS#: 520-36-10-017

ELECTRIC LINE: Utica 100 kV

CENTRAL DRAWINGS:

ELECTRIC LINE OWNER:  
Central Electric Power Cooperative, Inc.

### ENCROACHMENT AGREEMENT

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

#### RECITALS

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

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

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

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

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

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

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

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

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

### **TERMS OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Signature Pages Follow; Exhibits Attached]*

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

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

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

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

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

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

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

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

STATE OF SOUTH CAROLINA

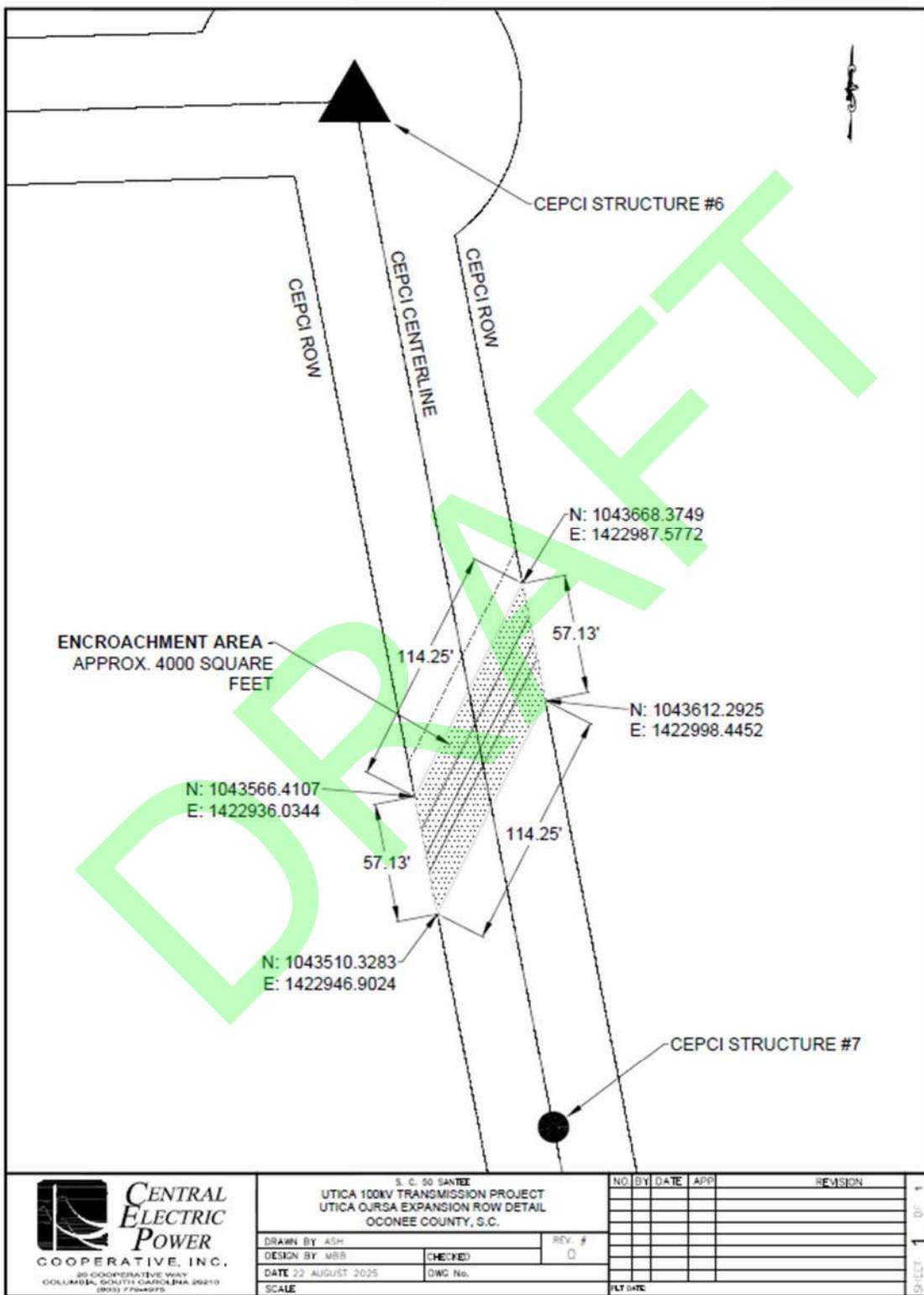
COUNTY OF OCONEE

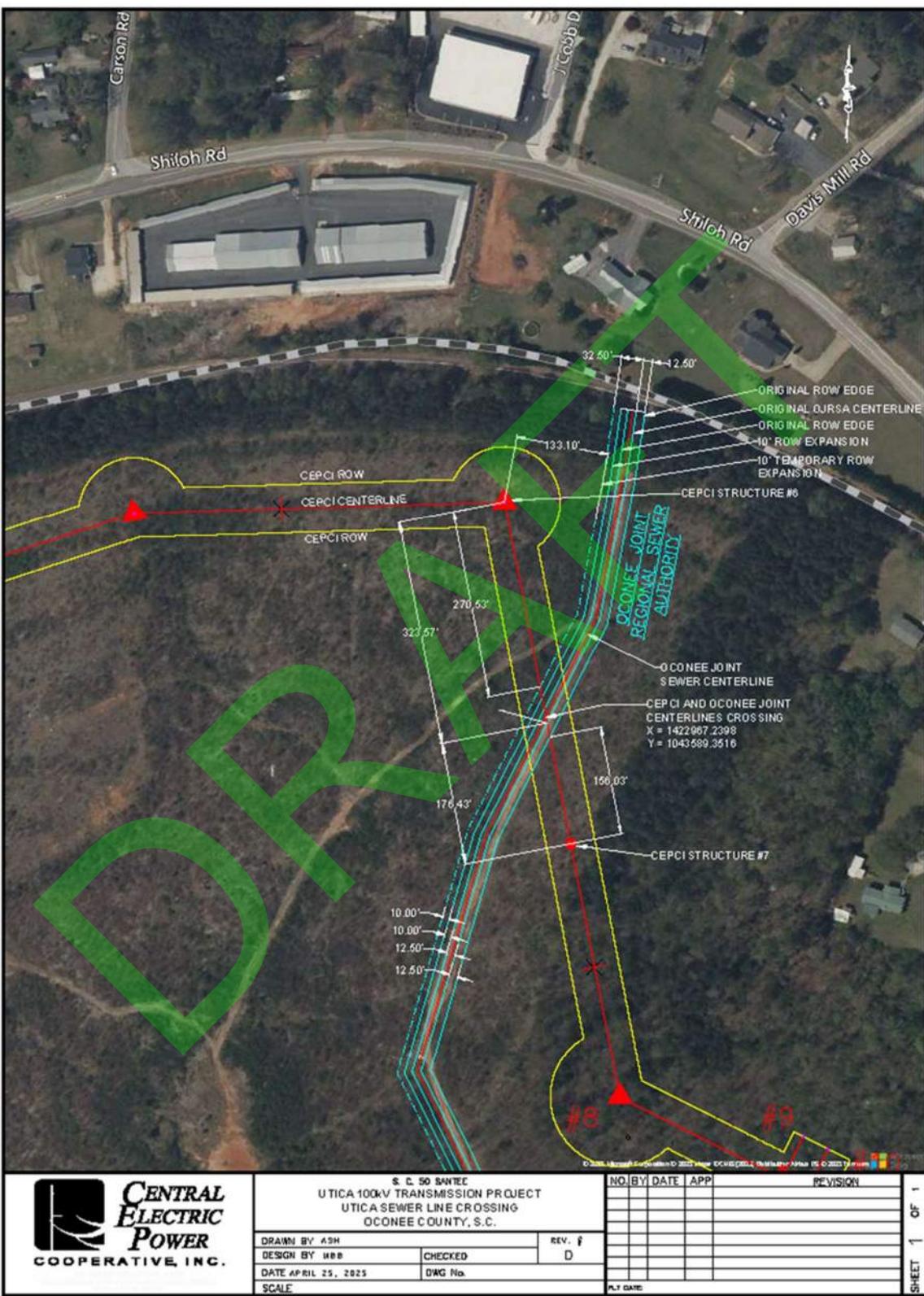
I, the undersigned Notary Public for the State of South Carolina, do hereby certify that the Oconee Joint Regional Sewer Authority, by \_\_\_\_\_, its \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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

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

**Exhibit A**  
*Depiction of Encroachment Area*



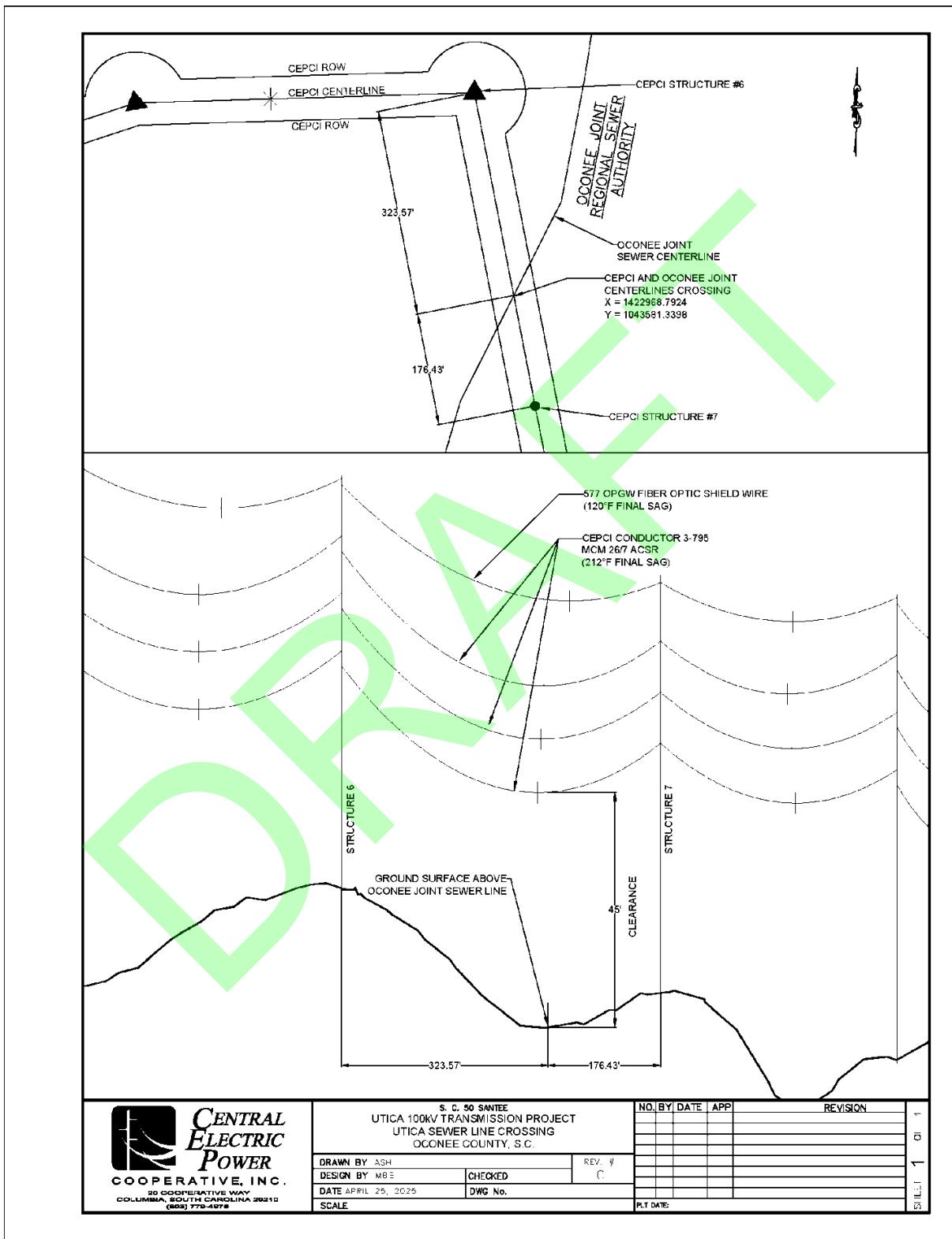


## **Exhibit B**

### *OJRSA Facilities*



**Exhibit C**  
*Central Facilities*



## FIRM PROPOSAL

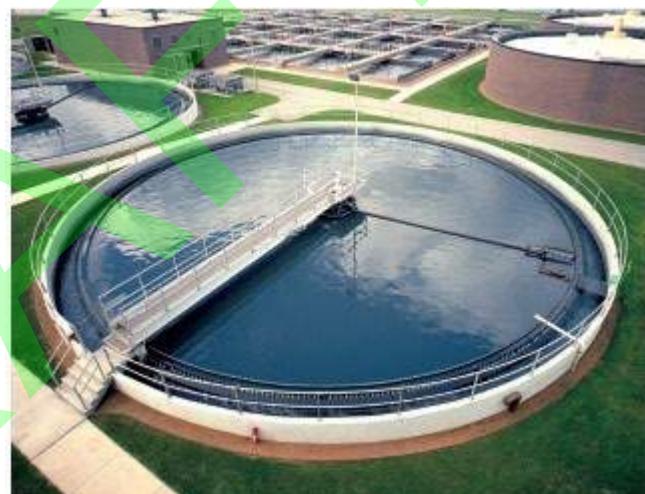
SENECA, SC - OJRSA  
SENECA, SC

Quotation No: 577424 – 11/7/2025

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

**SALES REPRESENTATIVE**

Chad Carlson  
Heyward - Charlotte  
Email: [ccarlson@heyward.net](mailto:ccarlson@heyward.net)



To: Oconee Joint Regional Sewer Authority

## 1. SUMMARY

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

Addenda received: none

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

ITEM & DESCRIPTION	PRICE
Circular Clarifier Equipment	\$470,462 USD

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. DRAWING AND SHIPPING INFORMATION

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

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

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

## 3. EQUIPMENT SCOPE

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

## EQUIPMENT

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

Equipment will consist of the following:

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

## CONTROLS

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

## EMBEDDED ITEMS

Embedded items included are:

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

## WEIRS AND BAFFLES

Effluent weirs and baffles are not included.

## SPARE PARTS

No spare parts are included.

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

## ERCTION INFORMATION

Equipment for each mechanism will be shipped as follows:

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

Minimal field welding will be required.

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

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

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

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

#### SURFACE PROTECTION

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

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

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

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

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

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

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

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

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

## 5. CLARIFICATIONS/EXCEPTIONS

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

Article, Section	Clarifications/Proposed Modifications

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

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

## 6. ADDITIONAL FIELD SERVICES

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

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

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

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

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

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

**QUOTATION SUBMITTED BY EVOQUA WATER TECHNOLOGIES LLC**

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

**Accepted by Buyer:**

Company

Printed Name

Title

Signature

Date

Billing Address

Shipping Address

**Acknowledged by Seller:**

Evoqua Water Technologies LLC

Company

Printed Name

Title

Signature

Date

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

Address

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**DRAFT**  
**RESERVING CAPACITY FOR LARGE DEVELOPMENTS**

Generally

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

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

Large Development (Proposed)

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

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

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

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

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

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

#### Examples

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DRAFT**



## Fiscal Year 2026 Supplemental Budget #2

December 1, 2025 Board Meeting

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

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

**NOTES**

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



STANCIL  
COOLEY ESTEP  
& STAMEY, LLP  
*Certified Public  
Accountants*

934D Old Clemson Hwy  
Seneca, SC 29672

P. O. Drawer 1279  
Seneca, SC 29679

(864) 882-3048  
Fax 882-7489

[www.scescpa.com](http://www.scescpa.com)

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

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

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

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

The procedures and associated findings are as follows:

- Refund of \$1,783,375.70 approved with Supplemental Budget #1.
- Refund of additional \$198,664.00 to be considered with Supplemental Budget #2.3.
- **Total refund = \$1,982,039.70**

1. We matched amounts in the spreadsheet (final—RO&M check Register) to receipts and invoices for the grant period beginning February 23, 2023, and ending February 5, 2025.
2. We traced the balances from the final spreadsheet to the general ledger during the grant period beginning February 23, 2023, and ending February 5, 2025.
3. We recalculated the amount to be returned to Oconee County (\$1,982,039.70) by calculating the net of deposits and reimbursements for the period in the spreadsheet and subtracting the interest earned on the OJRSA investment and the late fee charged the county.

No exceptions were found as a result of these procedures.

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

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

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

*Stancil Cooley Estep & Stamey, LLP*

Seneca, South Carolina  
October 31, 2025

## 2026 Schedule of OJRSA Public Meetings and Holidays

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

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

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

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

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

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

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

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

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

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

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

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

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

**Board of Commissioners 5:00pm/Annual Members' 6:00pm:** Jan 5 *Walhalla Depot, 211 South College Street, Walhalla*  
**Commissioners (4:00pm):** Jan 5, Feb 2, Mar 2, Apr 6, May 4, Jun 1, Jul 6, Aug 3, Sep 14\*, Oct 5, Nov 2  
**Commissioners DECEMBER ONLY (2:00pm):** Dec 7

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

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

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

\* Rescheduled due to holiday

### Holidays

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



# Oconee Joint Regional Sewer Authority

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

## OCONEE JOINT REGIONAL SEWER AUTHORITY Ad-Hoc Reconstitution Committee and Executive Committee October 9, 2025

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

Commissioners/Committee Members that were present:

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

Committee Members that were not present:

- Amanda Brock (Oconee County)

OJRSA appointments and staff present were:

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

Others present were:

- Mayor Linda Oliver, Town of West Union
- Dick Mangrum, WGOG Radio

**A. Call to Order** – Mr. Bronson called the meeting to order at 9:00 a.m.

**B. Approval of Minutes**

- **Ad Hoc Reconstitution Committee and Executive Committee Meeting of September 11, 2025** – Ms. Amidon stated that she suggested a few minor edits to the minutes, as she was specified directly for things that pertained to this committee, the OJRSA, and the consultants. The items that were changed were highlighted in yellow pages 3 and 4 on the “corrected copy” of the minutes (*made a part of these minutes*).

**Mr. Moulder made a motion, seconded by Mr. Bentley, to approve the September 11, 2025 meeting minutes with the edits made by Ms. Amidon. The motion carried.**

**C. Committee Discussion and Action Items:**

1. **Consider Updated Master Plan Recommendations and Consider Action Items Listed in the New Review Summary Section (Pages 1-3) (Exhibit A)** – Ms. Amidon stated that from page 3 onward, everything should be the same as seen before with just a few small edits based on feedback from this committee. A summary was placed at the beginning of the document discussing how things stand and the next steps.

Mr. Eleazer asked if he had any updates on the document that the OJRSA was involved in that was commissioned back a couple years ago and doesn't have to be discussed in the committee meeting, should he just send to Ms. Amidon. Ms. Amidon replied yes and added that this is a living/breathing document that can be updated. Some items may be removed as priority as things evolve, and others may come to the front burner. The ownership of who does the implementation, as suggested from the Master Plan, isn't necessarily the OJRSA but rather the municipalities as a whole.

Ms. Amidon stated it was learned last month about a pilot project between Oconee County and the City of Seneca to talk about land use immediately adjacent to the city, and a few other ideas were offered. It is up to this committee if it wants to move forward on them.

Mr. Bronson suggested Mr. Eleazer update the board on what Ms. Amidon has provided at a future board meeting. Mr. Moulder agreed, as this is the guiding document that this committee will work from. Mr. Eleazer said he will provide it at the next board meeting and will add his comments on it and provide that to Ms. Amidon.

**2. Update on Discussion with Oconee County Attorney Regarding County Ordinance 34 - Utilities –**

Mr. Flynn stated he had several emails back and forth with Oconee County Attorney, Mr. David Root, which ended with a short conversation yesterday. The result was that Mr. Root agreed, based on his review of the Sewer Use Regulation as codified in Oconee County's Code of Ordinances, that it does not need to be there any longer.

Mr. Root is going to make a recommendation (and theoretically could have a draft of the Ordinance for first reading on the agenda for County Council's meeting next week) to go ahead and repeal the two (2) offending sections of Chapter 34, Articles 3 and 4, dealing with the Sewer Use Regulation and have it repealed by year end.

Mr. Flynn added that he and Mr. Eleazer have reminders on their calendars to follow up next week to see if the repeal has been put in place and will stay on it to make sure it happens.

Mr. Bronson stated, for the record, that he neglected to welcome Mayor Linda Oliver of West Union to the meeting today. He thanked her for being here and participating in the discussion.

**3. Update on Outstanding Municipal Sewer Debt –** Mr. Flynn said he had a conversation last Friday

with Mr. Michael Burns, Mr. Brandon Norris, and Mr. Michael Kozlarek, the bond counsels for Seneca, Westminster, and Walhalla. They were all generally aware of the Ad-Hoc Committee conversations that are going on. Mr. Flynn said he brought them up to speed on the status of the reconstitution efforts and shared a copy of the Ad-Hoc Committee reports for their records. There was a good discussion about what it would look like in the event of reconstitution and the consolidation of the various collection systems were captured by the reconstituted entity and how that would be dealt with for outstanding revenue bond purposes for each of the various systems. There were conversations around necessary USDA consent, which deals with some of the Westminster and Walhalla debt. There is an open issue about the Walhalla debt because of the water plant and the combined resources that are pledged as security for those obligations. This was all taken as information under advisement. Their next step will be to reach out to the individual cities. He asked Mr. Moulder, Mr. Bronson, and Ms. Myers that if they do not hear from their bond counsel soon, to plan to put it back on the front burner for them to start digging into it. This will be a long-running issue that needs to be addressed, and the committee will need to know what the process will be for each of the entities sooner rather than later.

Mr. Bronson said he had two (2) conversations with Mr. Michael Burns, and it is underway.

**4. Consider Approving Draft of Recommended Revisions to South Carolina Code of Laws Title 6**

**Chapter 35 (Joint Authority Water and Sewer Systems Act) and Submitting to Oconee County Delegation for Consideration (Exhibit B) –** Mr. Flynn stated this is the same version from the last several months. The conversation at last month's meeting was to contact Senator Alexander and some of the other members of the Oconee Delegation, and some initial attempts to do so have

started. There are no material changes to the terms of the document, and there will be feedback from legislative drafting once it gets turned over to them. Mr. Flynn said he would defer to this committee as to the conversations to be had with the various local leadership and Oconee County about getting it introduced.

Mr. Bronson said he and Mr. Eleazer had one (1) conversation with Senator Alexander a while back and asked Mr. Eleazer if there were any other conversations since. Mr. Eleazer said he met with Senator Alexander one (1) time recently and gave him a copy and an electronic copy of the document. He added that he has been less successful obtaining a meeting with Representative Duncan and Representative Whitmire. They have been unable to find a time to get together.

Mr. Flynn added the idea of bringing on a lobbyist to shepherd the process through has been discussed in the previous Ad-Hoc Committee meetings and the board meetings, and he is unaware if this conversation is continuing, but he is putting it back out there to keep it on the front burner due to the importance in legislation and the full reconstitution process.

Mr. Eleazer said he spoke to Mr. Earl Hunter (a former SCDHEC commissioner who is now a lobbyist), and Mr. Hunter is ready and waiting for any directions that will be provided by this committee and the board. Mr. Eleazer added that the initial decision was to work directly with Senator Alexander and the local delegation and then decide to bring a lobbyist on if necessary. Ms. Mettlen said this is good, as Mr. Hunter is also the lobbyist for the combined water associations, so he can help smooth it over.

Mr. Eleazer asked Mr. Flynn if this committee needs to approve this document to move forward. Mr. Flynn replied that it has already been approved by the previous Ad-Hoc Committee and the board. If this Reconstitution Committee wants to formally approve it that's fine, but this committee doesn't control it. The direction from the committee and the board was that the document was to be shared with Senator Alexander and to press upon him the request to have it pre-filed as part of the pre-file legislation, so it is on the legislative calendar (which is done in December), and to get confirmation that it will be introduced before the start of the session. This is the last year of the two-year legislative cycle, and there is not a ton of wiggle room for this to delay. This document needs to get full support, and Senator Alexander needs to be committed to it.

Mr. Moulder said he feels the board would have to approve it. Mr. Bronson replied that he and Mr. Flynn believe the board already did approve it. Mr. Moulder agreed and said he feels this committee doesn't need to.

**5. Receive Responses to Questions and Comments from the Municipalities and County** – Mr. Flynn said comments were received from all the existing members and the Town of West Union, and Ms. Amidon consolidated those into one (1) document. If there was overlap, it was left in there to provide the manner in which it was presented.

Mr. Flynn said he, Mr. Jones, Mr. Eleazer, Ms. Mettlen, and Ms. Amidon were the consulting group that answered the questions as best they could. This is a working draft, and no one (other than the consulting group) has seen the proposed answers. There is no need for follow-up today as these answers are just being received; however, Mr. Flynn suggested sharing them with the individual Member Cities' and Town of West Union councils for possible follow-up questions or concerns.

Mr. Flynn added that there have been conversations with Oconee County, and they haven't formally met to approve the approval resolution, but the feedback and answers to the questions they asked were provided in this document as well. He said this is a work in progress, and the goal is that any questions, as they pop up in the process, will get addressed to avoid miscommunication.

Mr. Bronson asked if an electronic copy of the document could be sent out. Mr. Eleazer replied he would forward it to everyone and put it on the OJRSA website.

Mr. Bronson said he thinks the consulting group did a great job on getting the answers out and will take it back to his city's council. He added that there may be more questions to come out of it.

Ms. Mettlen replied that she expects this; this is not done every day, and it is not an easy, clear-cut process.

Mr. Bronson told Mayor Oliver that he wants to make sure the Town of West Union gets all their questions answered properly. He said when Mr. Eleazer sends out the answers, if West Union has any other questions or concerns, to send them to Mr. Eleazer to give to this committee and the consultant group.

**6. Consider Initial and Revisions to Corrective Action Plan and Capital Improvement Plan Updates as Submitted to OJRSA by the Cities Beginning in 2024 for Determining Needs for Technical and Financial Evaluation of Systems** – Mr. Bronson stated he was listed on the agenda to present this and did not know where to go with it. Mr. Eleazer replied this was just to open the discussion as he was asked at the last meeting to provide information to the Member Cities regarding the Corrective Action Plan and the Capital Improvement Plan and see if there have been any updates since last year.

Mr. Bronson asked if Mr. Eleazer received any information back. Mr. Eleazer replied no; he stated he asked the cities to reply to Ms. Mettlen while he was away at a conference and asked her if she received anything. Ms. Mettlen said no.

Ms. Mettlen said the goal is to get a more realistic picture of what the future capital needs will be for each system. There are varying degrees of information in each of these documents; some have good numbers and some do not. If this process is to be used, there needs to be a little more digging into it. Ms. Mettlen added that Westminster has \$10 million planned out over the next ten (10) years, Walhalla has \$1.5 million, and Seneca has a lot of plans with \$7 million for a pump station they are doing right now and approximately \$1.5-\$2 million for another pump station in the near future; however, she is not sure that is everything. She stated that even with some of the studies, she is not sure what numbers to put in. Mr. Moulder said most of Seneca's studies were for expansion and not improvements to the existing system.

Ms. Mettlen said even if it a planning-level estimate only, this gets it closer to being able to use the information and not have to redo everything. She stated that looking at the scope of work with what was done in Greenville County with MetroConnects, it was not going out and doing a Sanitary Sewer Evaluation Study (SSES). It was desktop evaluation with information provided by each of the entities, and it was high-level planning costs. A summary can be pulled together if everyone could just dig in a little more and give some additional information.

Mr. Eleazer asked with what is being asked for, would this be used to determine the system valuation as well as the effort that will be needed for the technical. Ms. Mettlen said yes, it all goes together. It all comes from annual reports regarding condition, depreciation, and debt service. She said the consultants need this number to go into the financial piece, which is the valuation and the rate portion of the assessment. She added that MetroConnects had two (2) different financial consultants to do those, but the OJRSA can have one (1) consultant.

Ms. Mettlen said there is no need to know every inch of the systems at this point, and it's known that everyone doesn't want to pay a lot of money to do in-depth field assessment at this time (which is fine); however, more information is needed to build this out appropriately. She said there is a lot of work in progress, and this can be used towards providing further information by taking the cost for the portion of the system being renewed right now and extrapolate that over the rest of the system to get a number.

Mr. Bronson said Westminster got approximately \$3.2 million SCIIP approval, and he needs to give Ms. Mettlen this information, and he read that the City of Walhalla recently got SCIIP approval to do some more work. Ms. Myers said she would provide Ms. Mettlen with Walhalla's information.

Mr. Bronson requested the timeline for this information. Ms. Mettlen said consultants were to be under contract by December 14, 2025, which may not happen as that was an aggressive timeline to begin with; therefore, if it can be done within thirty (30) days, that would be great. She added if it has to be pushed back to just let her know. Ms. Mettlen added that five (5) years of data is clear,

but ten (10) would get into the bigger picture and is a reasonable planning period for what is trying to be accomplished.

Ms. Amidon asked if everyone knew what they needed to provide, or if she should create a bullet list. Everyone thought it was good for Ms. Amidon to provide a list.

Ms. Mettlen said she will share the scopes of work for the two (2) financial consultants that did the financial evaluation, valuation, and rate study to see what it looks like. Mr. Bronson asked if they would want to see the most recent audits; Ms. Mettlen said, "Yes, for sure." Ms. Mettlen said there is a lot of background data, from the study that started all of this, that can be shared with whoever is going to do the financial side of things. A piece of this was done with Willdan from the OJRSA rate model. This is a little better situation than MetroConnects began with.

Mr. Eleazer said that, as part of the Corrective Action Plan, everyone was asked to do a rate study for their system. The City of Westminster completed one from Raftelis. Mr. Bronson said he sent it to Ms. Mettlen, Ms. Amidon, Mr. Jones, and he thought he sent it to Mr. Eleazer. Mr. Eleazer confirmed he has it. Ms. Mettlen asked, if anyone else has done the rate study, could they provide it as it would cut down on some costs.

Mr. Bronson asked if the date in December isn't met, are we now looking at January? Ms. Mettlen replied she is more about meaningful progress and not just trying to hit milestone dates just on account. She said she would rather take a little time, since this data is so important. She will share the scopes of work, and the members can share any rate study information as well as audit information. The previous audits were already collected from the previous study.

There was some discussion about the information presented and the Member Cities' and Town of West Union's councils having sufficient information to base their decisions on. Ms. Amidon asked if making individual folders for each Member City and Town of West Union and put the information that has already been received in them for review. Everyone liked that idea.

Mr. Moulder asked if the OJRSA had a valuation done for the plant and assets. Mr. Eleazer replied that the Capital Improvement Plan included that, but he is not sure how the valuation of the assets is going to be done. Ms. Mettlen said that is part of the whole process. Mr. Eleazer said with Ardurra being involved in the Consent Order and CMOM, and the considerable CCTV work that has been done, this gave a general understanding about the condition of the assets.

Mr. Bronson said the City of Westminster has done some work and will be able to submit some data from that.

Mr. Bronson asked what topics need to be discussed at the next meeting:

➤ Ms. Mettlen said one topic should be feedback on the two (2) scopes of work for the financial piece and discussion if both the valuation and rate pieces should be combined into one (1) consultant. (She said she is unsure why MetroConnects split it out.) Ms. Mettlen asked Mr. Jones if he knew why one consultant did the valuation piece and another consultant did the rate piece, and he was not sure. Mr. Flynn asked if Ms. Mettlen meant Raftelis and First Tryon; Ms. Mettlen replied yes.

Mr. Flynn said they have very distinct and separate roles. Raftelis is a rate consultant and has a separate group that does system valuations, and they used the operating numbers that First Tryon develops to show operations and debt. There is real value in having both, because they both do those things independently and well. Ms. Mettlen said she would share the scopes of work from First Tryon and Raftelis, and the committee will have to decide whether to have one (1) or two (2) consultants.

Mr. Flynn added that Willdan has done some rate work for the OJRSA in the past, and First Tryon has been involved in some financial advisory planning. He said he does not know their relationship with the Member Cities. Mr. Bronson said the City of Westminster is involved with both Raftelis and First Tryon.

➤ Ms. Amidon suggested another topic be discussing the cost sharing for the actual work and how it should be broken up based on the spreadsheet she provided earlier. Ms. Mettlen said Mr. Flynn has some ideas on that as well.

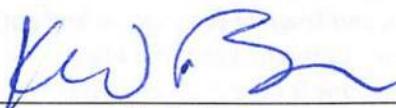
Mr. Bronson asked if anyone had anything else to add today. Mayor Oliver said she has not heard anything more about the resolution that was amended, as the Town of West Union is not currently a member. Mr. Flynn said he thought it was already adopted. Mr. Bronson said the resolution was adjusted and sent to Mr. Flynn to confirm it was okay for Mayor Oliver to sign it. Mr. Flynn asked for someone to resend the adjusted resolution to him, and he would review it and let Mayor Oliver know.

**D. Adjourn** – The meeting was adjourned at 9:50 a.m.

**Upcoming Meetings**

1. Operations & Planning Committee – Thursday, October 23, 2025 at 8:30 a.m.
2. Finance & Administration Committee – Tuesday, October 28, 2025 at 9:00 a.m.
3. Board of Commissioners – Monday, November 3, 2025 at 4:00 p.m.
4. Ad-Hoc Reconstitution Committee – Thursday, November 13, 2025 at 9:00 a.m.

Approved By:

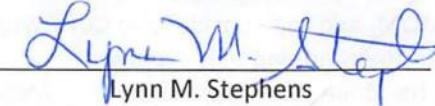


Kevin Bronson  
Committee Chair

Date Approved:

11/13/25

Approved By:



Lynn M. Stephens  
OJRSA Secretary/Treasurer

Notification of the meeting was distributed on September 11, 2025 to *Upstate Today*, *Anderson Independent-Mail*, *Westminster News*, *Keowee Courier*, WGOG Radio, WSNW Radio, City of Seneca Council, City of Walhalla Council, City of Westminster Council, Oconee County Council, SC DHEC, [www.ojrса.org](http://www.ojrса.org), and posted at the OJRSA Administration Building.



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

OJRSA Operations & Administration Building

Lamar Bailes Board Room

October 9, 2025 at 9:00 AM

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

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

### **Agenda**

- A. Call to Order** – Kevin Bronson, Executive Committee Chair
- B. Approval of Minutes**
  - Ad Hoc Reconstitution Committee and Executive Committee Meeting of September 11, 2025
- C. Committee Discussion and Action Items**
  - 1. Consider updated master plan recommendations and consider action items listed in the new review summary section (pages 1-3) (Exhibit A) – Katherine Amidon, Committee Facilitator
  - 2. Update on discussion with Oconee County attorney regarding County Ordinance 34 - Utilities – Lawrence Flynn, OJRSA Attorney
  - 3. Update on outstanding municipal sewer debt – Lawrence Flynn, OJRSA Attorney
  - 4. Consider approving draft of recommended revisions to South Carolina Code of Laws Title 6 Chapter 35 (Joint Authority Water and Sewer Systems Act) and submitting to Oconee County Delegation for consideration (Exhibit B) – Lawrence Flynn, OJRSA Attorney
  - 5. Receive responses to questions and comments from the municipalities and county – Lawrence Flynn, OJRSA Attorney
  - 6. Consider initial and revisions to Corrective Action Plan and capital improvement plan updates as submitted to OJRSA by the cities beginning in 2024 for determining needs for technical and financial evaluation of systems – Kevin Bronson, Committee Chair
- D. Adjourn**

### **Upcoming Meetings**

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

- Operations & Planning Committee – October 23, 2025 at 8:30 AM
- Finance & Administration Committee – October 28, 2025 at 9:00 AM
- Board of Commissioners – November 3, 2025 at 4:00 PM
- Reconstitution Committee and Executive Committee – November 13, 2025 at 9:00 AM



# OJRSA

## Ad-hoc Reconstruction

## Meeting Sign-in Sheet

Date: 10/19/25

Time: 9am

Location: WTP Board Room

NAME (Print)	POSITION/TITLE	ORGANIZATION
Angie Mettlen	Director	Arduura
Katherine Anderson	Planner	BoT or Monk
Dick M. Ferguson	Reporter	WGOG
Scott Morrison	BOARD	Seneca
Yinara Oliver	Visitor	West Union
Chip Bentley	<del>ACOG</del> Visitor	ACOG
Celia Myers	admin	Walhalla



**CORRECTED COPY**

## OCONEE JOINT REGIONAL SEWER AUTHORITY

Ad-Hoc Reconstitution Committee and Executive Committee

September 11, 2025

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

Commissioners/Committee Members that were present:

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

Committee Members that were not present:

- None. All members were present.

OJRSA appointments and staff present were:

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

Others present were:

- Mayor Linda Oliver, Town of West Union
- Robert Royer, AQD
- Ms. Dixie Meeks, Town of West Union Councilwoman

**A. Call to Order** – Mr. Bronson called the meeting to order at 9:00 a.m.

**B. Moment of Silence to Honor the Memory of the Victims, Remember the Heroism of First Responders, and Reflect Upon the Lasting Impact of the Events of September 11, 2001** – Mr. Bronson asked everyone to stand and observe a moment of silence.

Mr. Bronson stated that Mr. Flynn is attending the meeting via Teams meeting; Mr. Eleazer reported that Ms. Brock is also attending the meeting via Teams meeting.

Mr. Bronson introduced Mayor Linda Oliver and Councilwoman Dixie Meeks, both from the Town of West Union, who attended today to discuss their questions and concerns about the possible consolidation of the sewer systems.

Mr. Bronson asked Mayor Oliver what would help the Town of West Union the most. Mayor Oliver stated that the town's attorney edited the resolution, because it stated that the Town of West Union was a member of the board and it is not. She provided a copy of the reworded document to make sure it is sufficient for the town to sign.

Mayor Oliver said the attorney also had some questions: 1) What would be the advantage to West Union of joining the OJRSA? 2) Will the ownership of the system be transferred to the OJRSA? and 3) Who would operate and maintain the system, or would the town still be responsible for that?

Mr. Bronson asked if the questions could be answered later in the meeting when the questions from the Member Cities are answered, as some may be the same questions that can be answered at the same time.

Mr. Flynn said the recommendation of the Ad-Hoc Implementation Committee was that all collection systems for all current members, which would include West Union as a wholesale provider, be turned over to the OJRSA as the operator; therefore, that would be part of the consideration and part of the request. He added that, regarding the benefit question, analysis still needs to be done by the consultants, but sewer operates more efficiently on a larger scale; even though the systems are not fully interconnected, there is cost efficiency associated with having a single operator as opposed to a small system running a collection system.

Mayor Oliver asked if the town would be compensated for the OJRSA taking over the system. Mr. Flynn answered that Westminster had the same question, and there is not a "magic pot of money" that will pay anyone. The systems are made up of the members participating in this organization, and the way revenue is generated is from the rate base for the customers the cities have. It is a question of figuring out what the financial value is, which will be part of the analysis provided by the financial consultants. Mr. Flynn added that he doesn't feel it's feasible for a windfall payment to any of the cities for acquisition of the systems.

Mr. Flynn said the question each entity will wrestle with is can you continue to run your system and operate it at the level of health and public safety standards that are necessary for running a public sewer system on the revenues that you currently receive. If the system is fully depreciated, or some of the improvements have not been made to the system, there is going to be a time and place where the depreciated book value of the system will mean there is more improvement necessary to be able to keep it operational than there is value of the lines.

Mr. Bronson explained that Ms. Mettlen and Mr. Jones will walk this committee through a discussion about doing a financial and technical analysis of the systems during item #5 of this agenda. Mr. Bronson said everyone is turning over something of value, but does the asset value exceed the liability value, and how is this calculated? This committee endeavors to determine that, and there are copies of studies that were done before. Mr. Bronson added that the purpose of this agenda today and for future meetings is to discuss this and sort it out.

Mr. Bronson agreed with Mr. Flynn that there isn't a pot of money at the OJRSA to pay for the lines; however, he added that there are other mechanisms that can be utilized that will help compensate the communities back such as the possibility of charging a franchise fee which would allow the cities to be compensated over time for the system. Mr. Bronson explained how OJRSA pays Pioneer Water based on the meter readings for water (for the I-85 sewer system).

Mayor Oliver said that if the system is taken over, her concern is that this will be a budget item that she won't be able to work with anymore to pay her employees, and it will have to be compensated elsewhere. She asked if the customers would be billed directly from the OJRSA. Mr. Eleazer replied that it will continue the way it is now where West Union bills the customers and then sends the flow information and user fee check to the OJRSA and that the OJRSA wouldn't want to spend money to buy sewer meters for each customer.

Mr. Eleazer stated that Pioneer bills their customers for OJRSA and provides the flow information and fees to the OJRSA; they don't get a franchise fee, but the OJRSA pays them a \$4.00 per month per meter administrative fee for handling the billing and cost of water meters. Ms. Meeks asked, with keeping the maintenance department going in changing meters and reading the meters, if the administrative fee was negotiable as their system is very small. Mr. Eleazer replied that Pioneer only has two (2) sewer customers currently on the system and is collecting \$8.00 per month, and although any administration or franchise fee is negotiable, any franchise fee would subsequently be charged to

the sewer customers. He also said that he would like a universal rate that all the entities would charge their customers. Mr. Flynn agreed that it was recommended to have a universal rate base.

Mr. Eleazer also stated that he read an article today that alluded to the Town of West Union having a guaranteed seat on the board. He said this is not necessarily the case, and he already discussed this with Mayor Oliver. He added there is a possibility of West Union being on the five (5)-member board, as there is one (1) seat for each of the cities, one (1) seat for Oconee County, and there will be one (1) at-large seat.

Mr. Bronson asked if there were any other concerns Mayor Oliver had; she replied she didn't have anything further. Mr. Eleazer told her to feel free and have Ms. Mary McCormick (Town of West Union attorney) reach out to Mr. Flynn if she had any questions. Mr. Bronson asked that Mayor Oliver get a copy of the minutes to keep her in the loop.

#### C. Approval of Minutes

- Ad Hoc Reconstitution Committee and Executive Committee Meeting of August 14, 2025  
*Mr. Eleazer made a motion, seconded by Mr. Bentley, to approve the August 14, 2025 meeting minutes as presented. The motion carried.*

#### D. Committee Discussion and Action Items:

1. Review of Master Plan Recommendations and Project Costs (Exhibits A & B) – Ms. Amidon asked if everyone had read the Oconee County & Western Anderson County Sewer Master Plan Recommendations Review (Exhibit A), and everyone said they had read it. She said the purpose today is to check in on the status of the recommendations. She added that these items were not mandatory but were for consideration by the OJRSA, the Member Cities, Oconee County, and the Reconstitution Committee. Ms. Amidon said there are several items that are in progress or complete and may not require discussion today, and there are items that are not complete but with the reconstitution make sense to put them on the backburner.

Ms. Amidon said the goal for today is to find out from this committee's consultant/facilitator team which items (out of the ones she put priority on) the consultant team will need to identify a plan for execution. Once there is a plan, this committee can review and scrutinize it and decide whether to move forward.

➤ Item #1D: Auditing property taxes across county with some grandfathered at agricultural base rate potentially diminishing revenue for capital improvement projects (including sewer). She asked if this has been thought about, and should it be considered.

Ms. Brock replied that Oconee County audits tax millage annually when taxes are due. Ms. Amidon asked if Ms. Brock felt there were no properties that were grandfathered at the agricultural base rate. Ms. Brock said the properties that are grandfathered are agricultural, and if there is a change in use type, it triggers the system to notify. She added that anyone can build something, and Oconee County isn't aware, but Oconee County is required to do a rate assessment every four (4) years. The audit happens on an annual basis, because Oconee County doesn't reassess the entire county in a one-year period. Oconee County prefers to reassess one-quarter of the properties every year with a wrap-up on the last year. This doesn't mean there are no errors, but they are few.

Ms. Amidon replied that this isn't an effort worth undertaking at this time. Ms. Brock replied that this is an effort that Oconee County consistently does.

➤ Item #1F: Code of Ordinances (2024) on the website showing old sewer use ordinance language causing confusion to the general public. Ms. Amidon said the county's website is still showing the old OJRSA Sewer Use Regulation (SUR) language which requires connection within three hundred feet (300') of the property line. She asked if it was possible to update the language with the current OJRSA SUR for consistency or remove it altogether.

Ms. Brock replied that Oconee County's attorney, Mr. David Root, was uncomfortable with removing it because of ordinances in place at the time it existed, but Oconee County does not have jurisdiction over the OJRSA. Ms. Brock said the County may be able to make a notation on it.

Ms. Amidon asked if Oconee County regulates its sewer by the old OJRSA regulation, or will it be regulated based on the new OJRSA regulation. Ms. Brock replied that the County does not regulate the sewer because the OJRSA is the regulatory agency.

Mr. Moulder asked if Oconee County could update the regulations in the Code of Ordinances with the current regulations. Ms. Brock replied they cannot update the County ordinance, because the County does not have a sewer ordinance.

Ms. Eleazer said the OJRSA has received questions before saying the County's regulation is contradictory to the OJRSA's because of the language on the website. Ms. Brock said she doesn't mind asking Mr. Root if a notation could be added. She said the County does not remove old ordinances; they are just updated over time, so people can do research.

Mr. Moulder said the bigger question is can Oconee County update the Code of Ordinances to reflect the most current approved language. Ms. Brock replied that since it is not a county ordinance, then probably not. Mr. Root's recommendation was to add a notation that it is not applicable after the date the SWAG agreements were signed.

Ms. Brock added that Oconee County does have regulatory language for standardized lot size for anything that can connect to sewer, but it does not regulate the number of feet away from sewer. If it's one-quarter acre density, you can tap into the sewer line, but if it's one-half acre density, you cannot.

Mr. Moulder asked if Mr. Root could just add a notation that to view the most recent language, please visit OJRSA website. Ms. Brock said they will not add that to a Code of Ordinances, but there may be a notation on there that it is not regulated by Oconee County.

Mr. Flynn asked if it would be okay for him to reach out to Mr. Root to discuss this and find a solution. Ms. Brock replied yes. Mr. Jones added that if there is no consistency, the developers will continue making the requests. Mr. Bronson asked Mr. Flynn to report back to this committee at the next meeting (after he speaks with Mr. Root).

➤ Items 1G, 2A, and 2B: Land use regulation adoption or defining areas to remain rural and/or on septic, current zoning and future land use guidelines, and future land use plan collaboration. Ms. Amidon stated this is the long-term goals for growth and that good survey feedback has already been received from the master plan and from the public. Ms. Amidon said that initiatives have been made, including Westminster developing its own growth plan and looking beyond their immediate boundaries to determine what future annexation would look like. She stated that Oconee County is mostly zoned as control-free. Ms. Amidon thought Walhalla didn't want to annex, but Ms. Myers stated Walhalla just adopted the annexation ordinance.

Ms. Amidon said the challenges moving forward are where infrastructure should or should not go, as growth needs to be accommodated. She said there are some recommendations that articulate different ways of thinking about the land use regulation, which doesn't have to be zoning but could be urban growth boundaries (which Westminster essentially has done) and coming up with a regional approach. She added this is not unique to this area; Beaufort and Jasper Counties are currently having these same conversations.

Ms. Amidon asked if this committee would like to see the consulting group come up with a list of action items that could be undertaken for consideration. Mr. Bronson said he would like to see it.

Mr. Moulder said Seneca had discussions with Oconee County about a regional approach, and it would be the pilot program for all the Member Cities to have some beyond municipal, jurisdictional, and urban land development boundaries. The planning department has talked about how to manage the growth in the non-city boundaries (in the immediate properties around the city). If the city cannot provide land development control outside the city in the immediate areas, that is putting

a lot of stress and demands on the cities for utilities, roads, schools, etc. He added that he is not sure how far these discussions have gotten, but these discussions need to continue.

Ms. Amidon asked Mr. Moulder if he felt this should be discussed as a group, or would he prefer to continue the discussion on the outside. Mr. Moulder said Seneca will continue the discussions from a city standpoint, but the Oconee County representative was intended for all the cities. What was being worked on was supposed to be a model for each of the cities and all the towns.

Ms. Myers stated that Walhalla had also met with Ms. Brock and some of the council members about the same thing but was allowing the Seneca project to go first, so there could be that pilot project before moving on to the new one.

Ms. Amidon said she is going to amend these three (3) items in this review to "in progress," as it sounds like it's been discussed.

➤ Items 1C and 1H: Recommunicating the SUR change to the public and incentive for infill development. Ms. Amidon said it would be helpful if the reconstitution process was near completion; then this can be reviewed and a communications plan can be developed based on the reconstitution process.

➤ Item 3A: Septic tank age. Ms. Amidon said there was an attempt to address this during the Master Plan, but the SC Department of Environmental Services (SCDES, formerly SCDHEC) was unable to provide data regarding septic tank age within the system. There could be some additional analysis performed using assessor data, age of the system, and when replacements were made. The only thing that cannot be obtained is when maintenance has occurred, although GIS data may identify some hot spots of failing septic.

Mr. Moulder asked Ms. Brock if Friends of Lake Keowee Society (FOLKS) kept data for failing septic tanks. Ms. Brock replied yes, but only when a permit was required and information could be obtained. She said the Lake Keowee Water Source Protection Advisory Committee also tracks this data after the fact. She added that SCDES does not require a permit for septic system repairs, and people don't generally replace a septic system unless they have to. Mr. Moulder said he had heard FOLKS speak about failing septic data and wasn't sure if the OJRSA could obtain some of their information.

➤ Item 4A: Public outreach explaining pros and cons of septic or public sewer. Ms. Amidon said there is a lot of data out there, and the entities listed on this item should be visited to see what information they have to offer. Then a strategy should be developed to determine future capital investment of where lines should go to take failing septic areas.

Ms. Mettlen asked Mr. Flynn if the legislation that was introduced this past session by a representative in the Clover area prohibiting utilities from requiring connections, was still alive and is going into the next session. Mr. Flynn replied the second year of the two-year cycle is about to begin, and he believes it still has some traction and is alive. Ms. Mettlen told Ms. Amidon she would provide that information. Mr. Flynn researched it and said it was referred to the Agricultural Committee in the house and has been sitting there since March 2025.

Mr. Royer stated that Duke provided approximately \$1,000,000 for failing septic systems while they were working on the various power systems, so they have a list of who and where this was done. Mr. Moulder asked if Duke administered that program. Mr. Royer said it was administered through a committee, but Duke sits on that committee.

Ms. Amidon said the question for the committee is if there is interest in thinking more about this topic and how to proceed. Mr. Moulder said the objective of the conversation would be to determine capital line expansions to get to those areas, and he asked if the OJRSA was prepared to talk about expansion of existing systems beyond taking care of the existing systems. He said he feels this conversation is for down the road and for the new board to discuss. Mr. Bronson agreed and said the priority should be for what shows up today and taking care of that and letting the new board work on expansion. Mr. Moulder told Mr. Eleazer that the new board members may be

inexperienced with sewer, so consultants may need to be engaged to work with them to move forward.

Mr. Eleazer said he considers this item to be complete, because the focus of this committee is to improve what we have, addressing the consent order items, and getting the plant to where it is 100% operational, and where the funding is coming from to do it.

Mr. Jones said the Sewer Authority should not be the land development authority. A decision needs to be made on what authority is going to make the decision on land use and let the sewer support that decision.

- 2. Receive Updates from the Cities, County, and OJRSA Regarding the Support Resolutions** – Mr. Bronson stated that the Westminster Council approved it and gave a list of eight (8) questions to ask which included many that Mayor Oliver and some other council members had.

Ms. Myers said there was a discussion at the last meeting, and some of the questions they had have already been shared with Mr. Flynn. She said most of the questions were related to the technical and financial evaluations. The resolution is on the schedule for next Tuesday, and she believes it will be approved based on the discussion from last month.

Mr. Moulder stated that the resolution passed through today, and the council asked him to come up with the questions. The questions are basically the same as everyone else has asked.

Ms. Brock said the questions were similar to everyone else's. 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.

Ms. Mettlen asked if the County approved the resolution. Ms. Brock replied no; it will be considered at the October 7, 2025 council meeting. Ms. Brock will email the questions as well.

It was decided that Mr. Moulder would email Seneca's questions to Ms. Amidon, Ms. Mettlen, Mr. Jones, and Mr. Flynn. Ms. Mettlen said all the questions will be consolidated into a single document. Mr. Flynn will answer them and review his answers with Ms. Mettlen, Ms. Amidon, and Mr. Jones. Then the answers will be presented at the next committee meeting.

Mr. Moulder asked if any of the cities had debt associated with the sewer systems. No one else mentioned that they had any. Mr. Flynn said the debt question would take some research. Any entity who issued debt secured by combined utility revenues (like Seneca has water and electricity) will have to work with the bond counsel to decouple that. That will take some analysis.

Mr. Bronson told Mr. Flynn to begin to look at this. Mr. Flynn said he would reach out to Mr. Mike Burns at Burr Forman Law Firm (Seneca's and Westminster's bond counsel) and Mr. Mike Kozlarek at King Kozlarek Root Law Firm (Walhalla's and Oconee County's bond counsel) to let them know the process is starting up and to see what it would look like if the cities decoupled the sewer from the other utilities.

Mr. Moulder said Seneca has RIA debt. Mr. Bronson stated that Westminster has USDA debt. Mr. Flynn said the SRF and RIA debt will be easier to work with and are aware of the reconstitution process; the USDA may be a bit harder. Mr. Flynn said he would have no problem starting this process if everyone agreed to do it. Mr. Jones asked if a scope needed to be developed for this. Ms. Mettlen replied to let Mr. Flynn speak to them first and then develop the scope, because this may have to be done in phases.

Mr. Bronson said he feels like Mr. Flynn should proceed, because it will be January 1, 2026 before we know it, and the cities will be doing their next year's budget and possibly obtaining more debt. Mr. Bronson told Mr. Flynn that it should also be discussed how it should be structured with this reconstitution in mind if the cities required more debt. Mr. Flynn replied that future debt could be secured only by water or electric revenues, which would be a diminished lien status, but could be brought back to parity when the sewer system is sold.

*The committee took a 5-minute break at this time.*

**3. Consider Reorganization and Consolidation Comments from the Cities, County, and OJRSA Governing Bodies** – Mr. Bronson said this was already covered; Mr. Flynn, Ms. Mettlen, Ms. Amidon, and Mr. Jones will answer them. The answers will be presented at the next committee meeting.

**4. Approval of Draft Legislation to Amend the Joint Authority Water and Sewer Systems Act (Exhibit C)** – Mr. Bronson asked if anything had changed since it was presented before. Mr. Flynn said this covered everything that was discussed previously, but it is subject to thoughts at legislative drafting.

Mr. Flynn stated Senator Alexander is aware that this is a working draft, and the legislative delegation has seen some of the language from prior versions. The prior versions had provisions around the elected members which are no longer in there.

Mr. Flynn said he feels it is beneficial to get it over to them, so it can be introduced into legislative drafting and have some comments back and forth in advance of it being refiled before the legislative cycle starts up in January 2026. Mr. Flynn added if everyone is comfortable with this, it is okay to move forward, and he can get it over there and get it in queue.

Mr. Bronson said he feels that he, Mr. Eleazer, Senator Thomas Alexander, Representative Bill Whitmire, and Representative Adam Duncan should have one (1) more meeting to remind them where this committee is and to make sure they don't have any issues with it. Mr. Flynn said he will wait and take directions from this meeting.

**5. Present Considerations for Financial and Technical Evaluations** – Ms. Mettlen said she likes to build off successful things that others have done. She said while the study was being done, she spoke with Mr. Jones (who was at ReWa at the time and had gone through this process) and Ms. Carol Elliott at MetroConnects (collection system entity in Greenville that went through a major consolidation project around 2020).

Ms. Mettlen asked Ms. Elliott to share the scopes of work for the different pieces of the evaluation on that consolidation, and she received them yesterday. They first did the technical evaluations (high-level assessment without popping every manhole - which informed on cost estimates). Then they brought in a financial advisor (looking at the debt pieces and the consolidation efforts). Then they brought in a rate consultant (looking at a unified consistent rate across the board). It was a thirty (30)-year plan, and they have been successful in getting appropriations through federal and state money.

The good news is that the OJRSA already had some of this done with the study, and the OJRSA also had each of the cities do a Capital Improvement Plan.

Ms. Mettlen said she is of the opinion that this committee should do this in smaller steps: 1) Once Mr. Flynn talks to the bond counsels about the debt, someone could come on board to work on that piece of it; 2) In the meantime, the capital needs can be synthesized, and then someone on the financial side look at that; and 3) Then a rate consultant looks at the rates. Mr. Bronson asked Ms. Mettlen to give the committee a list of the process. Ms. Mettlen said this committee has control of it now where it can be affordable without spending a lot of money. The money needs to be on the back end to do a lot of the work.

Mr. Eleazer suggested, since some of this was done as part of the Corrective Action Plan as part of the Consent Order, that he and Ms. Mettlen go through the submittals from the Member Cities, and it can be brought back to the next meeting as to what needs to be done. Ms. Mettlen was good with that.

#### **E. Upcoming Meetings**

- 1. Operations & Planning Committee** – Tuesday, September 23, 2025 at 8:30 a.m.
- 2. Finance & Administration Committee** – Tuesday, September 23, 2025 at 9:00 a.m.
- 3. Board of Commissioners** – Monday, October 6, 2025 at 4:00 p.m.
- 4. Ad-Hoc Reconstitution Committee** – Thursday, October 9, 2025 at 9:00 a.m.

**F. Adjourn** – The meeting was adjourned at 10:28 a.m.

Approved By: \_\_\_\_\_

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

Kevin Bronson  
Committee Chair

Approved By: \_\_\_\_\_

Lynn M. Stephens  
OJRSA Secretary/Treasurer

Notification of the meeting was distributed on September 10, 2025 to *Upstate Today*, *Anderson Independent-Mail*, *Westminster News*, *Keowee Courier*, WGOG Radio, WSNW Radio, City of Seneca Council, City of Walhalla Council, City of Westminster Council, Oconee County Council, SC DHEC, [www.ojrsa.org](http://www.ojrsa.org), and posted at the OJRSA Administration Building.



## RECONSTITUTION COMMITTEE

### Oconee County & Western Anderson County Sewer Master Plan Recommendations Review

#### REVIEW SUMMARY

The following is a summary of the status of each recommendation as of September 2025 based on feedback from the September 11, 2025, ad-Hoc meeting.

**Next Steps:** These recommendations were requested for consideration in concert with the reconstitution process.

1) Policy:

- 1f - Oconee County Code of Ordinances Update
  - *Discussions are underway between OJRSA's and Oconee County attorneys for the best path forward to avoid confusion between the two publicly available ordinances.*
- 1g - Land Use Regulation
  - *See also 2a and 2b*
  - *Oconee County and the City of Seneca are currently working on a pilot project to develop a plan for future land use regulation to acknowledge potential growth and annexation. The impact of disparate land-use regulations discourages development and creates confusion.*
  - *Proposed potential next steps:*
    - **Baseline Analysis:** *Review of current overlay zones, zoning, and future land use across the region to identify current challenges that exist. Acknowledge recent real examples to be used as an educational tool across all councils.*
    - **Peer Best Practices Review:** *Review similar jurisdictions for land use regulation tactics. Summarize findings including potential pros and cons to each strategy and provide to each municipality, Oconee County, and their councils for consideration.*
    - **Develop Regional Future Land Use:** *Continue efforts already begun with the City of Seneca and Oconee County pilot project or approach the full region to develop an agreed upon future land use map with supporting complimentary ordinances.*

2) Land Use Regulations:

- 2a Zoning and Future Land Use
  - *See 1g above*
- 2b Future Land Use Plan

- *See 1g above*
- 3) Failing Septic and Connections to Existing Development
  - None
- 4) Communications
  - None
- 5) Infrastructure Recommendations
  - 5e Conveyance System Optimization
    - *Suggest that this effort remains on-going throughout the reconstitution process and beyond. The immediate needs and associated estimated costs should be included as part of the valuation process.*
  - 5g Capital Improvements
    - *This is ongoing*
- 6) Future Assessment Considerations

**Revisit After Reconstitution:** These recommendations should be revisited for consideration after the reconstitution is complete. Many of these items could be included in a communication plan as part of the rollout for the reconstitution to the public. *Note, some of these items could require research about the baseline incentives/policies in place, as well as reviewing peer municipal/utility policies so that when decisions need to be made this work is complete. These items have an \*asterisk next to them. The ad-Hoc Committee should determine if they would like to proceed with any of these items internally or solicited facilitator support.*

- 1) Policy:
  - 1b Sewer Planning Committee
  - 1c Sewer Use Regulation Communication
    - *Suggest adding this to any future communication to reiterate this change with the public.*
  - 1e Industry Recruitment Collaboration\*
  - 1h Infill Incentivizing\*
  - 1i Future Gravity for New Developments Policy\*
- 2) Land Use Regulations:
  - 2c Annexation Policies\*
- 3) Failing Septic and Connections to Existing Development
  - 3a Failing Septic Tanks
    - *Some members of the ad-Hoc committee felt that this should be addressed after the land use regulation work is complete and the reconstitution is complete. A review of what analysis has already been considered could take place today in preparation for future work.*
  - 3b Incentive Plan for Sewer Transition\*
  - 3c Capacity Analysis
    - *This should be considered as needed during OJRSA expansion to new areas.*
- 4) Communications
  - 4a Educational Campaign – Types of Sewer Solutions
  - 4b Educational Campaign – Sewer and Growth
    - *This will be critical to the communication plan as a result of the reconstitution process.*
- 5) Infrastructure Recommendations
  - 5a Systemwide Routine Maintenance Strategy

- 5b, 5d, 5f Coneross Creek Improvements
- 5c Checkbook Calibration
  - *This was completed in 2023, will need to be revisited periodically as needed.*

6) Future Assessment Considerations

- 6a Master Plan Update
- 6b Public Sewer Stakeholder Committee

**Complete or Ongoing:** These recommendations do not require additional effort at this time

1) Policy

- 1a Update Recommendations
- 1d Oconee County Tax Audit

## MASTER PLAN SECTION 7.0 RECOMMENDATIONS AND CONCLUSIONS

*Note: Text in blue is from the original 2024 master plan. Text in orange represents draft comments based on the status of each recommendation as of August 2025.*

These recommendations are based on the analysis completed, stakeholder conversations, and public engagement results for consideration for next steps. The results of the Feasibility Study will need to be considered as those may affect the recommendations made herein.

Items assigned to a specific entity are proposed and highlighted in yellow. Ownership could be delegated to another entity, committee, or consultant as appropriate; these are suggestions for conversation.

Items with an “*INCOMPLETE*” next to them denote items that are not complete.

Items with an “*IN-PROGRESS*” next to them denotes items that have begun.

Items with a “*COMPLETE*” next to them denote items that have been addressed.

1. Policy:
  - a) Implement the recommendations of the Feasibility Study and adjust the recommendations from this study accordingly using a stakeholder driven process. *Currently underway with the reconstitution committee*, adjustments to other recommendations noted herein are included in the text in orange under each recommendation. *IN-PROGRESS*
  - b) Consider developing a sewer planning committee for collaboration across the municipalities within the study area to align sewer development goals and develop/revise policies that comply with the results of this study to avoid contradictory policies. This should include coordination with the municipalities on sewer-related Comprehensive Planning goals. It is recommended that *OJRSA* revisit this upon the reconstitution of the board. Prior to the development of a committee an audit could be performed to identify current contradictory policies and a review of any updated Comprehensive Plan goals revisited to provide a committee with a starting point. *INCOMPLETE*
  - c) Consider recommunicating the recent OJRSA Sewer Use Regulation change to the public. As sewer infrastructure implementation occurs and existing septic users have the opportunity to connect onto new sewer, apply enforcement equitably across the county. *This was completed via an OJRSA Board meeting. COMPLETE. OJRSA could develop a one-page tool to share with the*

public should any citizens approach OJRSA with concern about having to connect. *INCOMPLETE*

- d) Consider asking **Oconee County** to audit property taxes across the county. Many properties are grandfathered at the agricultural base rate, which potentially diminishes potential revenue for all types of capital improvement projects, including sewer. The County audits tax mileage annually by reviewing a quarter of the parcels; thus, every four years the full county has been reassessed.
- e) When recruiting industries and other desired economic development projects, as part of "their" incentive packages, consider providing funding to OJRSA for plant and/or conveyance system improvements so these costs do not fall entirely on the system's ratepayers. The reconstitution team is not aware if this has been considered. The reconstitution committee should clarify. *INCOMPLETE*
- f) **Oconee County** should remove or make note on their Code of Ordinances (2024) website that the old sewer use ordinance language as being invalid as this continues to be a source of some confusion for the general public. As of August 2025, Sec. 34-143. Of Oconee County's code of ordinance has the old OJRSA Sewer Use Regulation language in municode requiring connection within 300 feet of the property line: [Code of Ordinances](#). This is contrary to the current OJRSA Sewer Use Regulation. *INCOMPLETE*
- g) If land use regulations are not adopted to aid in informing sewer growth, OJRSA should work with **Oconee County** and the **municipalities** within the county to define areas to remain rural and on septic at a minimum for capital improvement investment. Although some individual jurisdictional efforts have been made, there is not a regional land use approach to growth within Oconee County. Consideration of urban growth boundaries and a revised future land use map could be reviewed using prior public feedback and potential additional public feedback. Recent developments in the region have been contentious, and a unified land use plan could be one potential tactic for consideration. Education to all jurisdictions councils could be needed. Some municipalities have been in conversation with Oconee County regarding this matter. *IN-PROGRESS*
- h) Consider an incentive for infill development with **each municipality**. The reconstitution team is not aware if this has been considered. The reconstitution committee should clarify. *INCOMPLETE*
- i) Consider developing a policy for consideration to future gravity sewer infrastructure needs when new developments are proposed and permitted. The reconstitution team is not aware if this has been considered. The reconstitution committee should clarify. **OJRSA** would develop this policy. *INCOMPLETE*

## 2. Land Use Regulations:

- a) Consider working with the **municipalities** to revisit the current guidelines for the **Oconee County** overlay districts along with the current zoning and future land use such that it supports the type of development and growth by location within the study area based on the public feedback. Consideration to similar surrounding county's regulations for lessons learned could be a starting point for this effort. Different types of land use regulation including minimum lot sizes for septic

tank developments should be considered. Additional public feedback that is coupled with land use regulation education and examples is recommended. Similar feedback to the comment provided under 1.g. Some municipalities have been in conversation with Oconee County regarding this matter. Reconstitution does not need to be complete for this effort to be considered. A regional land use plan that reflects the constituent's growth desires and complements the supporting infrastructure growth needs (not just wastewater, but water, roads, police, fire, schools) could be considered. *IN-PROGRESS*

- b) Most of the respondents support growth with specific caveats, most of which revolve around land use regulations. Although not all respondents were in favor of zoning specifically, many want to see responsible growth; this also came up during the stakeholder meetings. Based on public and stakeholder comment, we recommend Oconee County and the municipalities collaborate on a future land use plan that can help better inform all the local utilities and the development community of what type of growth and where that growth should occur that is both desired and community supported. A regionalized supported land use plan will greatly increase the thoughtful allocation of funds for sewer rehabilitation and expansion. Similar comments to 1.g. and 2.a. Some municipalities have been in conversation with Oconee County regarding this matter. *IN-PROGRESS*
- c) There have been multiple, recent, large parcel subdivision developments proposed, permitted, or built in Oconee County that have met opposition by the public and council members. A regionalized approach that the municipal stakeholders support could be considered for how sewer is used as an incentive, as an annexation tool, and how developers could assist in the funding for sewer expansions. The reconstitution team is not aware if this has been considered. The reconstitution committee should clarify. This does not have to be applied uniformly across the region but is good for consideration for each municipality within Oconee County. Walhalla recently passed an ordinance around this topic. *INCOMPLETE*

### 3. Failing Septic and Connections to Existing Development:

- a) Although information about failing septic tanks is not readily available, it would be beneficial to work with SCDES to further understand where failing septic systems within the study area may be located for a more proactive approach to sewer connections or septic repair/replacement. The reconstitution team is not aware if this has been considered. The reconstitution committee should clarify. *INCOMPLETE*
- b) Develop an incentive plan for those that could transition onto public sewer through implementation of this master plan.
  - i) Should it be determined that the financial burden is unattainable for some residents, Oconee and Anderson County could consider an annual stipend or grants that provide assistance for residents to apply as an offset to the costs to connect to sewer. This could be beneficial to Oconee County as they are currently required to subsidize the operation and maintenance of the retail sewer in the county if OJRSA is not able to receive enough revenue from the connected users to offset these expenses. If more customers are connected, especially in areas where gravity sewer is already available, then more revenue is likely achieved and costs for each user should be reduced. Other funding mechanisms and grants should be researched as well. The reconstitution team is not aware if this has been considered. The reconstitution committee should clarify. There are examples across the

state of programs that other utilities utilize to help with the financial burden to connect. The reconstitution committee could ask for a review of best management practices in this space for consideration. This should accompany a study to understand where pockets of failing septic tanks could be located for optimal outreach. OJRSA after the reconstitution may want to consider implementing a program for these efforts in partnership with the appropriate jurisdiction. *INCOMPLETE*

- c) Analysis should be performed to determine at each stage of sewer expansion if the wastewater system itself has the capacity to handle all the potential volume from property owners that could connect. This is to be completed as needed by project by OJRSA. *INCOMPLETE*

#### 4. Communications:

- a) Public opinion was predominately in favor of growth, but their opinions were divided between strong opposition and strong support for where that investment should take place. There was also a clear divide between responders' opinions about which wastewater solution, septic or public sewer, was better for the environment. We suggest a partnership with other public entities including the Army Corps of Engineers, SCDES, Clemson University Center for Watershed Excellence, Oconee County, Lake Keowee Source Water Protection Team, Lake Hartwell Partners for Clean Water, Friends of Lake Keowee, and Upstate Forever for public outreach explaining the pros and cons to both, including publicly available supporting data. This could potentially be funded by a grant. The reconstitution team is not aware if this has been considered. The reconstitution committee should clarify. Many of the entities identified about could be interested in a more targeted educational campaign about this topic. *INCOMPLETE*
- b) There are many misunderstandings of the public's understanding of who controls or does not control growth and sewer. Additional outreach is recommended. The Project Team suggests providing a document with Frequently Asked Questions on OJRSA's website to clarify these misconceptions. As of August 2025, it does not appear that an FAQ page has been added to OJRSA's website. The reconstitution committee should weigh in on recent public comments received and reconsider this recommendation after a clear path forward for reconstitution is decided upon to avoid additional public confusion. A communications package should be developed by OJRSA that is approved by each jurisdiction and used throughout the region to provide clear direction for the next steps to the public and the press. *INCOMPLETE*

#### 5. Infrastructure Recommendations:

- a) A formal plan and budget for routine maintenance items for all sewer collection and treatment providers should be put in place to avoid future disagreements about upgrades and repairs to the existing system. This should also help avoid future consent orders within the system both internal and external to OJRSA's infrastructure. This should still be addressed by OJRSA even if full consolidation occurs. This is a critical component to the valuation process as debt needs to be evaluated. Each system throughout this reconstitution process should determine what infrastructure improvements need to be made immediately, prior to consolidation as part of their consent orders. Delaying this work for the consolidation to take place is not recommended. *INCOMPLETE*

- b) The Project Team recommends OJRSA proceed with the improvements included in Scenario 4, which involves upgrading the Coneross Creek WRF and rerouting the Martin Creek Force Main directly to the plant. Constructing new plants at either Martin Creek or Beaverdam Creek do not appear to be the most optimal solution for treatment within the system during the 20-year study window. This recommendation is still valid at this time. OJRSA should begin the process of a plant upgrade as the flow demands increase. *INCOMPLETE*
- c) Work with SCDES to recalibrate permitted flow Checkbook. This effort could enable OJRSA to delay the need for a treatment plant upgrade 1-2 years. This was recently assessed, and an adjustment was made in August 2023. An estimated 340,000 gallons per day were recaptured at this time. Recalibration can be revisited periodically with SCDES. Reduction with I&I will also assist with this as well which will allow for capacity to be recaptured due to the reduction in rainwater treatment. *COMPLETE*
- d) Begin a Preliminary Engineering Report for an upgrade at Coneross Creek WRF within the next 12 months. One component of the analysis (that could be done prior to the PER) would be to review the SCDES water quality model for the plant to confirm that their assumptions are reasonable and appropriate. This has not begun, focus on addressing the consent order and O&M has remained priority for OJRSA. *INCOMPLETE*
- e) Work with Member Cities to minimize the length of time (residence time) that wastewater travels through the conveyance system. Seneca Light & Water especially has many pump stations operated in series, in addition to ones OJRSA owns in the same area. This can cause long residence times that increases hydrogen sulfide concentrations that can be a significant safety hazard to OJRSA and Member City staff as well as a source of corrosion that increases O&M issues for staff and can require costly repairs. Where reduction or elimination of hydrogen sulfide issues is not possible from pumping modifications, chemical feed systems or some other means of hydrogen sulfide control should be considered for use. The reconstitution team is not aware if this has been considered. The reconstitution committee should clarify. This could be included as part of the evaluation of the system which will help identify some system optimization and potential O&M reduction. *INCOMPLETE*
- f) Consider an engineering assessment to seek cost effective solutions that may present options for gaining additional treatment capacity without needing an upgrade. Upgrades to plant operations could be considered in the future for plant upgrades at a later date, but currently the focus for OJRSA is to address the consent order and O&M has remained priority. *INCOMPLETE*
- g) The capital improvements identified and recommended within this study are intended to be high level and useful for budgeting purposes. It is recommended that the assumptions and flow projections for individual projects be reviewed and updated as necessary prior to detailed design being initiated. This should be completed as needed by OJRSA. Prioritization of projects has separately been identified – see separate supporting document. Additionally, identification of funding and allocation of funds needs to be determined. *IN-PROGRESS*

6. Future Assessment Considerations:

- a) At a minimum, this plan should be revisited every three years or after a major change to the area such as a catalyst project or development. This should be completed as needed by OJRSA. Any significant efforts made to the land use regulation recommendations, consolidation, or

large projects could influence an update. *IN-PROGRESS*

- b) We also recommend that the substantial stakeholder group established by this planning process continue to meet twice a year for a facilitated conversation regarding sewer to maintain the positive momentum and open lines of communication established during this project. It is recommended that the stakeholder group is reconvened by OJRSA after clear direction for consolidation is reached and a communications plan is established. Empowering this original group with the same information about the reconstitution process will be critical. *INCOMPLETE*

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

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

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

**§ 6-25-20. Definitions.**

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

(15) "Governor" means the Governor of the State of South Carolina.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) adoption of a resolution or ordinance by the governing body complying with the requirements of Section 6-25-40 including publication of notice;

(2) submission of an application to the joint system; and

(3) approval of the application by resolution of the governing body of each member of the joint system except in the case of a joint system organized for the purpose of creating a financing pool, in which case the application must be approved by resolution of the commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

### Background

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

### Westminster

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



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

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



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

### Walhalla

1. Current condition of the Walhalla sewer system. **As the current owners and operators of their respective collection systems, each city is in the best position to provide information about the operating condition of its system. That information can be further supported by the recent CMOM (Capacity, Management, Operation, and Maintenance) and Corrective Action Plan (CAP) reports, as well as by the upcoming technical review to be completed by the consultants.**
2. Estimated upgrades needed to the sewer system. **To be determined based upon recent CMOM/CAP and technical review by consultants.**
3. Current valuation (financial) of the sewer system. **Will look to current asset values in audited financial statements, as well as technical review. Compensation, if any, will be considered as described in "Westminster #8."**
4. Estimated cost to upgrade the sewer system. **To be determined based upon recent CMOM/CAP and technical review by consultants.**

### West Union

1. What is the advantage to West Union to joining OJRSA? **It is not contemplated that West Union will become a member of the new Authority. It is expected to remain a treatment customer-only or, alternatively, they will be acquired in whole by the New Authority. Under either scenario, West Union would benefit from regionalized management and long-term planning for wastewater treatment, ensuring compliance with regulatory requirements and improving system reliability. If the system were acquired, West Union would be relieved of the financial and operational responsibilities associated with owning and maintaining the system, including future capital improvements and regulatory compliance obligations.**
2. Would ownership of the West Union system transfer to OJRSA? **While West Union would not be a member, the new Authority would consider the acquisition of the West Union collection system.**
3. Who would operate, maintain, and insure the West Union system after it was transferred? **The New Authority.**
4. What will happen to West Union public works employees after the transfer? **Would they work for OJRSA? Additional staff may be needed, and if so, the Authority will entertain the employment of the best and most qualified service members.**



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

5. Would West Union be compensated for the value of the assets taken over by OJRSA? **Probably not. See answer to "Westminster #8" above.**
6. How much will the funding of operational costs of OJRSA add to West Union customer rates/bills? **Unknown at this time. To be determined based upon recent technical review by consultants, and development of rate study. See "Westminster #6" above.**
7. If West Union were to participate in OJRSA, what weight vote would it have? An equally weighted vote? Or a vote based on some other basis, such as volume, linear feet of lines, number of customers, or revenue? **West Union will not be a member of the New Authority. As a result, it will not have any voting rights. It will only be a customer, unless it elects to turn over its collection system to the New Authority whereupon rates and other costs will be solely determined by New Authority board.**
8. Who would bill for sewer? (West Union has and reads its own water meters.) **Assuming the New Authority acquires the West Union collection system, West Union would bill for the New Authority's sewer service on the respective West Union water bill. Arrangements would be necessary to provide water flow data to the New Authority in order to ensure the appropriate amount is billed.**
9. Is revenue shared with members? If it is calculated on a percentage of revenue basis, how frequently is that updated? **While this has happened in the past, it is bad business practice and strongly discouraged. No revenue will be directly distributed from the New Authority's operating accounts. However, it is possible for a participant city to charge a franchise fee, which will be imposed within its municipal limits. See "Westminster #8" above.**
10. Who would install new taps? And how much would that cost new users in West Union? **The entity that owns and operates the sewer collection system, whether it remains the respective city or is transferred to the New Authority, would be responsible for coordinating and installing new service connections. The cost for new users would reflect the actual cost of installation, along with any applicable capacity or connection fees. Even if ownership of the sewer collection system is transferred to the New Authority, each city would continue to own and operate its respective water utility system. This allows the cities to retain an important role in managing and directing future growth and development within their service areas through their continued role as water providers.**
11. Who would pay for expansion of sewer service and collection lines within West Union to support future growth? **If West Union's collection system is acquired by the**



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

New Authority, then this would be the responsibility of the New Authority. Additionally, as noted in Question #10 above, each city would continue to own and operate its water utility system, allowing it to play an ongoing role in managing and guiding growth through its control over water service extensions.

12. Can you provide us with or direct us to a map of current sewer service areas in the County? **To be provided.**
13. Also, what is the monthly/annual overhead for the costs of operating OJRSA? And, how is that allocated among the members? **Each year, the authority presents a balanced budget for consideration and approval. The budget is based on the anticipated costs of maintaining the system. For Fiscal Year 2026, the projected O&M expenses are \$6,759,426. Rates are structured to cover these operating expenses, including minor capital projects required to address issues identified in the 2021 consent order issued by the South Carolina Department of Environmental Services. The authority no longer uses the “pro rata model”. Instead, rates are administered under a “base, plus volume” system, similar to standard water customer billing practices. Under this rate methodology, the authority charges a base charge, which is a fixed amount to recover each participant’s share of system costs, administrative and maintenance, and a volume charge, which is a variable amount based on the actual amount of wastewater discharged to and treated by the authority.**
14. Finally, is Anderson County involved in OJSRA? **No. Anderson County is not involved, and any future conversations with Anderson County, or any Anderson sewer providers will be exclusively performed on a contract basis.**

### Seneca

1. What is the official plan, will OJRSA run all of the sewer? **Yes. That is the overarching goal of consolidation. Finding #1 of the ad hoc committee was that “[t]he collection systems of the current Authority members and Oconee County should be consolidated into a one combined system – owned, operated, and maintained by the reconstituted Authority.”**
2. How will future development be handled, both in the interim before the plan goes through, and after OJRSA takes over? **Expansion would occur as growth**



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

develops and where sufficient system capacity and appropriate funding is available.

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



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

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

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

### Oconee County

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



## OCONEE JOINT REGIONAL SEWER AUTHORITY

### Operations & Planning Committee

November 20, 2025

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

Commissioners that were present:

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

Commissioners that were not present:

- None. All Commissioners were in attendance.

OJRSA appointments and staff present were:

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

Others present were:

- None.

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

**B) Public Session** – None.

**C) Presentation and Discussion Items:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1. Environmental and Regulatory Compliance** – There have been no spills or releases in the last month. The final clarifier #3 needs to be fixed, as it could be a regulatory matter to make sure the plant is operating according to the operating permit. There currently is redundant treatment, but the plant cannot push all the flow that it is capable of.
- 2. Consent Order and Corrective Action Plan Update** – The OJRSA submitted the bi-annual update to SCDES. The OJRSA is required by the Consent Order to submit an update every May 10<sup>th</sup> and November 10<sup>th</sup> to SCDES to state where it is with progress on the Consent Order.

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

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

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

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

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

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

**Upcoming Meetings:**

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

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



## Operations & Planning Committee Meeting

OJRSA Operations & Administration Building

Lamar Bailes Board Room

November 20, 2025 at 8:30 AM

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

### Agenda

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

### Upcoming Meetings

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

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

## FY2026 O&amp;M FUND PROJECTS

## CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

11/18/2025 19:00

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

TOTAL AWARDED

325,902

TOTAL FUNDS OBLIGATED/ACTUAL TO DATE:

136,514

189,388

TOTAL AWARDED

BUDGET REMAINING

## FY2026 O&amp;M FUND PROJECTS

## CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

11/18/2025 19:00

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

## FY2026 RECONSTITUTION TASKS

## TASKS MAY CARRY ACROSS BUDGET YEARS

11/18/2025 19:05

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

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

\* Estimated to be July/August 2026.

## FY2026 RESTRICTED FUND PROJECTS

## PROJECTS MAY CARRY ACROSS BUDGET YEARS

11/18/2025 19:06

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

1,284,800 8,278,319 9,466,806

TOTAL RESTRICTED FUNDS OBLIGATED/ACTUAL TO DATE: 1,342,463

8,124,343

TOTAL AWARDED

BUDGET REMAINING

## FY2026 RESTRICTED FUND PROJECTS

## PROJECTS MAY CARRY ACROSS BUDGET YEARS

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



GRAYBILL, LANSCHE &amp; VINZANI, LLC

## REPLY TO:

**Ryan W. Newton**

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

November 5, 2025

VIA ELECTRONIC MAIL

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

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

Dear Chris:

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

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

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

Very truly yours,

**GRAYBILL, LANSCHE & VINZANI, LLC**

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

Ryan W. Newton

Attachment

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

Attn: Todd Berrian  
20 Cooperative Way  
Columbia, SC 29210

TMS#: 520-36-10-017

ELECTRIC LINE: Utica 100 kV

CENTRAL DRAWINGS:

ELECTRIC LINE OWNER:  
Central Electric Power Cooperative, Inc.

### ENCROACHMENT AGREEMENT

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

#### RECITALS

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

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

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

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

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

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

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

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

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

### **TERMS OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Signature Pages Follow; Exhibits Attached]*

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

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

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

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

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

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

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

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

STATE OF SOUTH CAROLINA

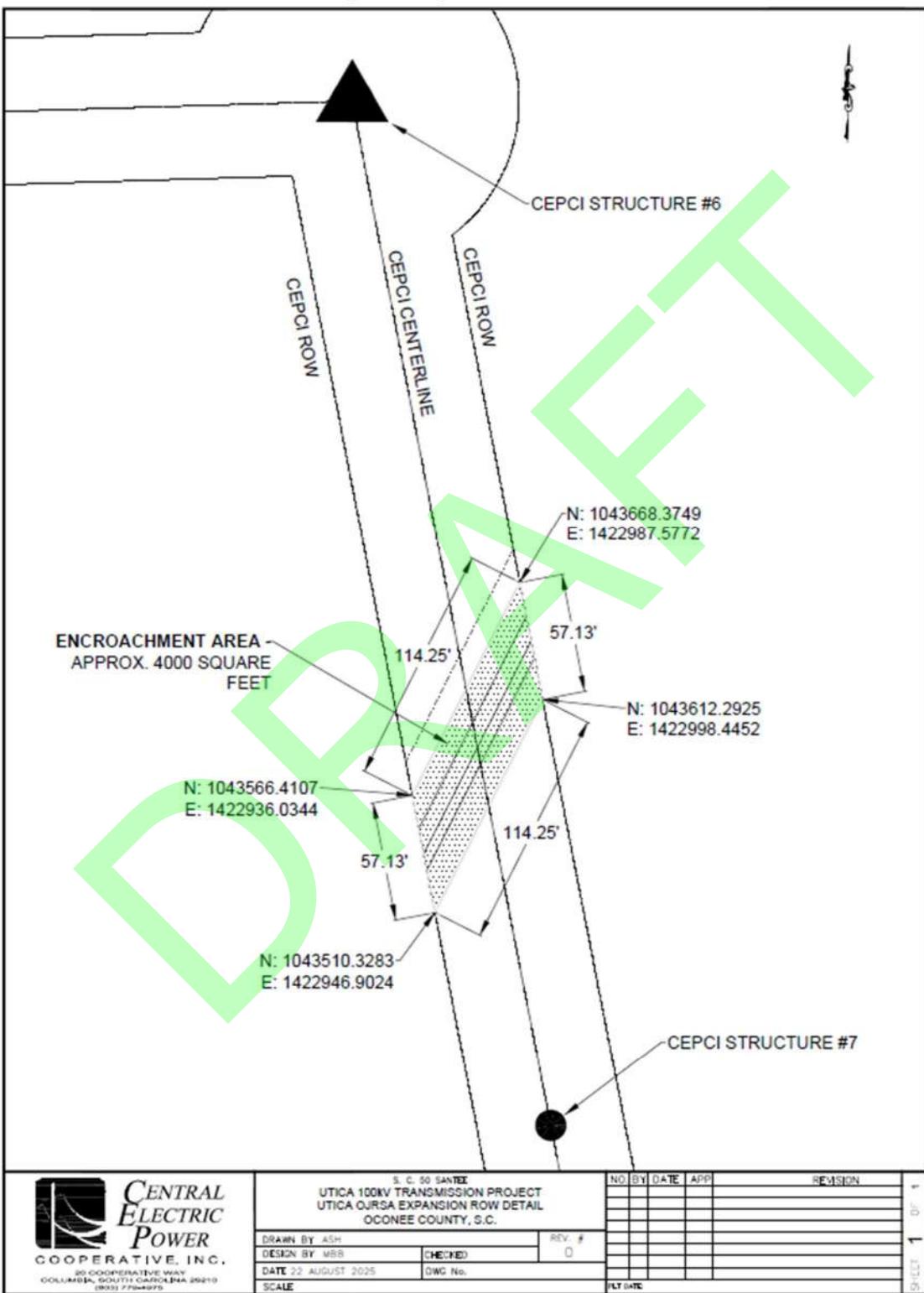
COUNTY OF OCONEE

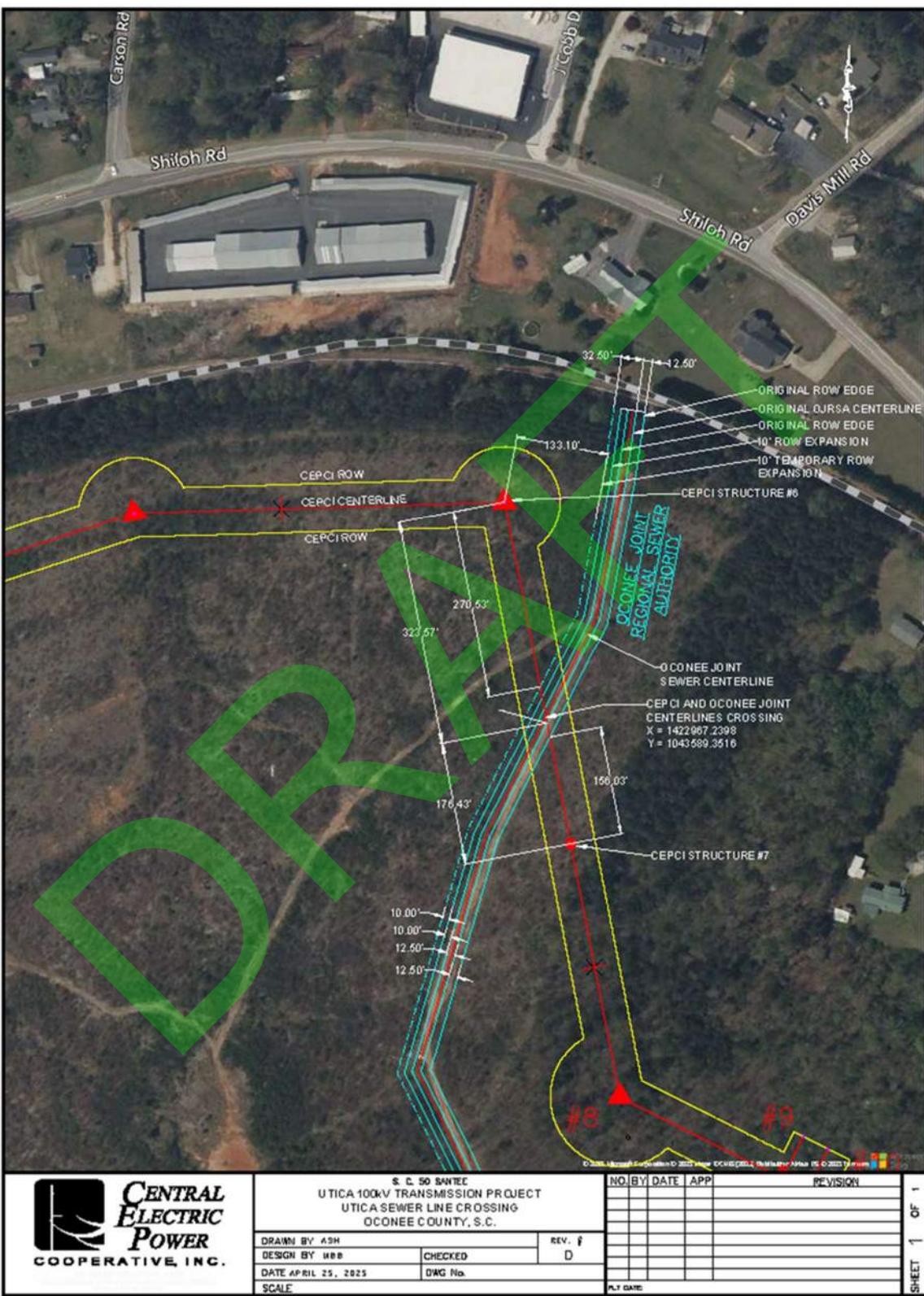
I, the undersigned Notary Public for the State of South Carolina, do hereby certify that the Oconee Joint Regional Sewer Authority, by \_\_\_\_\_, its \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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

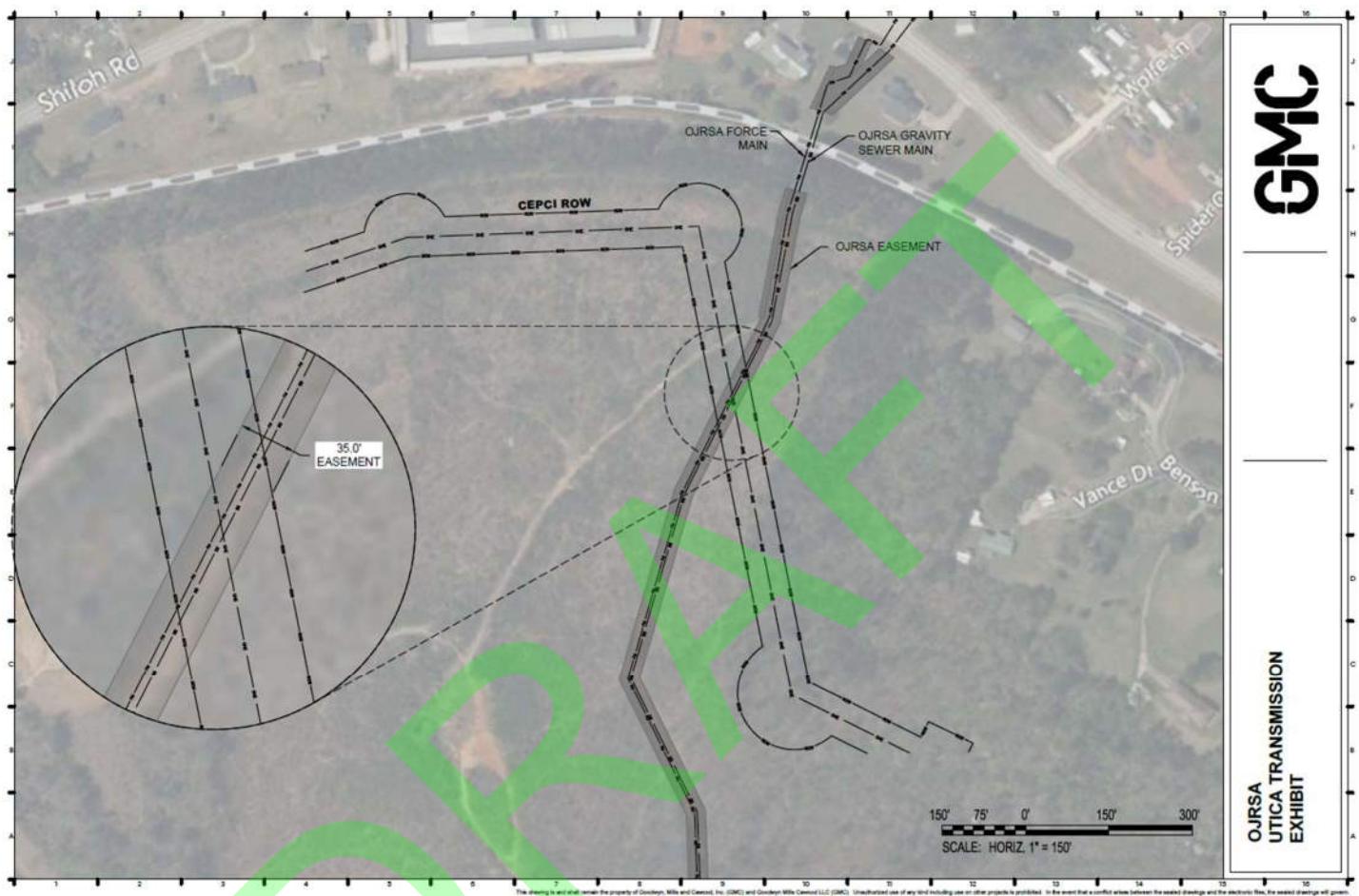
Notary Public, State of South Carolina  
Notary Name (printed): \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(SEAL)

**Exhibit A**  
*Depiction of Encroachment Area*

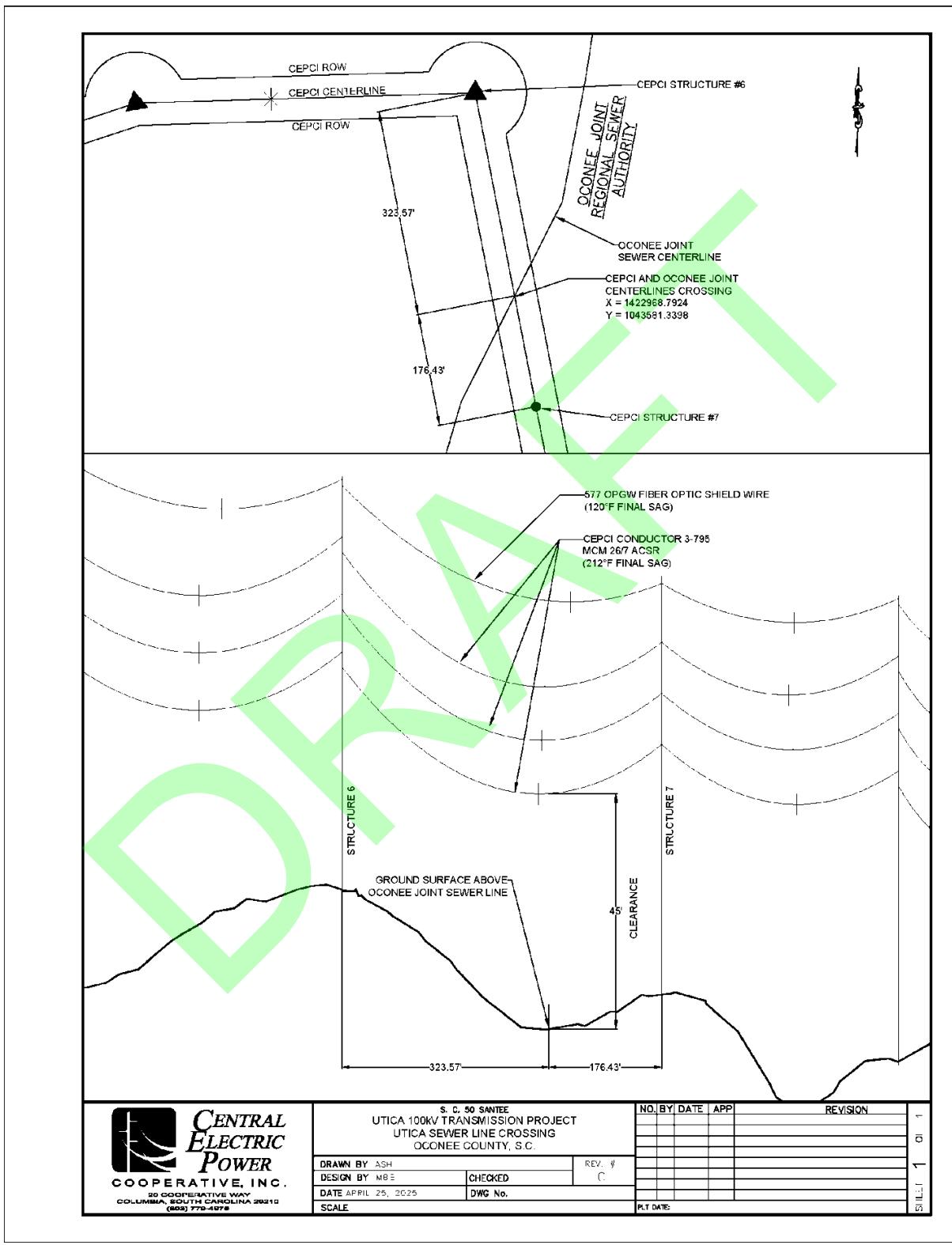




**Exhibit B**  
*OJRSA Facilities*



**Exhibit C**  
*Central Facilities*



## FIRM PROPOSAL

SENECA, SC - OJRSA  
SENECA, SC

Quotation No: 577424 – 11/7/2025

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

**SALES REPRESENTATIVE**

Chad Carlson  
Heyward - Charlotte  
Email: [ccarlson@heyward.net](mailto:ccarlson@heyward.net)





Quotation No.: 577424

To: Oconee Joint Regional Sewer Authority

## 1. SUMMARY

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

Addenda received: none

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

### ITEM & DESCRIPTION

Circular Clarifier Equipment

### PRICE

\$470,462 USD

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

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

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

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

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

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



Quotation No.: 577424

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

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

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

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

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

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

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

## 2. DRAWING AND SHIPPING INFORMATION

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

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

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

## 3. EQUIPMENT SCOPE

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



Quotation No.: 577424

## EQUIPMENT

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

Equipment will consist of the following:

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

## CONTROLS

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

## EMBEDDED ITEMS

Embedded items included are:

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

## WEIRS AND BAFFLES

Effluent weirs and baffles are not included.

## SPARE PARTS

No spare parts are included.

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

## ERCTION INFORMATION

Equipment for each mechanism will be shipped as follows:

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



Quotation No.: 577424

Minimal field welding will be required.

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

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

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

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

#### SURFACE PROTECTION

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

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

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

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

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

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

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

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



Quotation No.: 577424

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

## 5. CLARIFICATIONS/EXCEPTIONS

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

Article, Section	Clarifications/Proposed Modifications

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

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

## 6. ADDITIONAL FIELD SERVICES

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

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



Quotation No.: 577424

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

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

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

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



Quotation No.: 577424

**QUOTATION SUBMITTED BY EVOQUA WATER TECHNOLOGIES LLC**

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

**Accepted by Buyer:**

Company

Printed Name

Title

Signature

Date

Billing Address

Shipping Address

**Acknowledged by Seller:**

Evoqua Water Technologies LLC

Company

Printed Name

Title

Signature

Date

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

Address

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

## TERMS AND CONDITIONS OF SALE – XYLEM AMERICAS

V.8 Effective August 1, 2024



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

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

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

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

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

## TERMS AND CONDITIONS OF SALE – XYLEM AMERICAS

V.8 Effective August 1, 2024



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

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

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

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

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

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

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

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

## TERMS AND CONDITIONS OF SALE – XYLEM AMERICAS

V.8 Effective August 1, 2024



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

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

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

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

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

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

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

## TERMS AND CONDITIONS OF SALE – XYLEM AMERICAS

V.8 Effective August 1, 2024



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

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

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

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

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

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

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

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

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

## TERMS AND CONDITIONS OF SALE – XYLEM AMERICAS

V.8 Effective August 1, 2024



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

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

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

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



**DRAFT**  
**RESERVING CAPACITY FOR LARGE DEVELOPMENTS**

Generally

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

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

Large Development (Proposed)

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

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

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

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

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

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

#### Examples

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DRAFT**



## OCONEE JOINT REGIONAL SEWER AUTHORITY

### Finance & Administration Committee

November 25, 2025

The Finance & Administration Committee meeting was held at the Coneross Creek Wastewater Treatment Plant.

Commissioners that were present:

- Seat 5 (Walhalla): Celia Myers, Chair
- Seat 4 (Seneca At-Large): Marty McKee
- Seat 7 (Westminster): Scott Parris

Commissioners that were not present:

- Seat 1 (Seneca): Josh Riches

OJRSA appointments and staff present were:

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

Others present were:

- None

**A) Call to Order** - Ms. Myers called the meeting to order at 9:01 a.m.

**B) Public Session** – None.

**C) Presentation and Discussion Items:**

- **Update on Current Projects (Exhibit A)** – Mr. Eleazer reported that the rehabilitation contractor is almost finished with the work. They may have some cleanup and site stabilization yet to do. The pipe relining is complete; however, the liner is ten feet (10') short in one spot, and they are talking to the engineer about how to fix that. The manhole rehab should be completed by December 12, 2025; however, rain is expected next week and may detain them a little. Mr. Parris reported they put a lot of mats out (on the right-of-way) in the Westminster area.

The engineer on the Seneca Pump Station force main project may be asking the OJRSA for a letter to submit to the SC Department of Environmental Services (SCDES) stating it will own and operate the system. They have completed the pressure test (all was good) and are now working on record drawings.

Ms. Myers asked if Oconee County and the Town of West Union had signed the resolutions for the Reconstitution. Mr. Eleazer said he knows Mr. Flynn spoke to the attorney for the Town of West Union, but there has been no update on that. The Director said Oconee County Council has the following on their agenda at the next County Council meeting: A third reading to repeal the Sewer Use Ordinance. Mr. Eleazer said he doesn't know if the resolution has been discussed yet; he added that he sent the resolution to Mr. Hart and Mr. Durham but hadn't heard back from them about it.

**D) Committee Action Items:**

- **Review October and Year-to-Date Financial Reports (Exhibit B)** – Mr. Eleazer stated Supplemental Budget #1 is reflected in this financial report. Supplemental Budget #2 (which will be discussed next in this meeting) is not included in this report.

*Mr. Parris made a motion, seconded by Mr. McKee, to approve the October 2025 financial reports. The motion carried.*

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

1. **Approve FY 2026 Supplemental Budget #2 (Exhibit C)** – Mr. Eleazer stated that a check for the balance of the refund for the Sewer South project was sent to Oconee County along with a letter from the accountant confirming the amount (*the letter made a part of these minutes*). Supplemental Budget #2 reflects this refund amount of \$198,664. Ms. Myers asked if this was the final refund; Ms. Stephens said yes.

*Mr. Parris made a motion, seconded by Mr. McKee, to recommend to the board to approve the FY 2026 Supplemental Budget #2 as presented. The motion carried.*

2. **Approve 2026 OJRSA Board and Committee Meeting Schedule (Exhibit D)** – Mr. Eleazer reported that the City of Westminster is swearing in their new council members on January 5, 2026 at 4:00 p.m., so they are requesting that the time for the Board Meeting be changed from 4:00 p.m. to 5:00 p.m. and the Annual Members Meeting from 5:00 p.m. to 6:00 p.m. to accommodate this time conflict. This new time is not reflected on the meeting schedule that is presented today.

Mr. Eleazer also stated that the City of Seneca holds their annual Christmas parade on the first Monday in December which will always conflict with the December OJRSA board meetings. It was requested to change the time of the December meeting to 2:00 p.m. from this year forward to accommodate this time conflict. This new time is reflected on the meeting schedule that is presented today.

*Mr. Parris made a motion, seconded by Mr. McKee, to recommend to the board to approve the 2026 Board and Committee Meeting Schedule as presented but with the modification in time for the January 2026 meetings. The motion carried.*

**F) Executive Director's Discussion and Compliance Matters:**

- **Miscellaneous (If Any)** – The budget that was approved for this year included funds for a compensation study. Due to the loss of a considerable number of staff in the past year due to wages, Mr. Eleazer said he wanted to look at this internally and engaged its staffing consultant (Find Great People (FGP)) to have an employee engagement survey conducted with the current staff. The OJRSA has not received the results of the full survey yet; however, he asked FGP specifically for feedback about the answers to modifying the work schedule for maintenance and conveyance personnel only.

Mr. Eleazer explained that the maintenance and conveyance departments work different hours in the summer (7:00 a.m. to 4:00 p.m.) to try to avoid some of the heat. The survey determined that every single person in those departments wants to make this alternate work schedule permanent. Mr. Eleazer asked for feedback from the committee as to how the Member Cities handle this.

Ms. Myers stated that Walhalla has a modified schedule for some of the workers, but it is at their discretion what hours they work depending on the darkness in the winter with what they are working on and where they are working with bus and business traffic. Mr. Parris said Westminster is the same. He added that the electricians start the day at 7:00 a.m., and the sanitation workers start at 6:00 a.m.

The Director spoke about how he wants to have the office open during the lunch hour, but with only two (2) staff members covering the phones and door, this is difficult. If one of the office staff is off for the day, then it can be difficult to find a way to cover. Ms. Myers said she is curious what

the staffing plan will be if the OJRSA consolidates according to the Reconstitution Committee's recommendations. Mr. Eleazer replied a technical evaluation will need to be done to determine the staff needed.

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

**H) Adjourn** – The meeting adjourned at 9:26 a.m.

**Upcoming Meetings:**

1. **Board of Commissioners** – Monday, December 1, 2025 at 2:00 p.m. (*special meeting time*)
2. **Reconstitution Committee and Executive Committee** – Thursday, December 11, 2025 at 9:00 a.m.
3. **Finance & Administration Committee** – Tuesday, December 16, 2025 at 9:00 a.m.
4. **Operations & Planning Committee** – Thursday, December 18, 2025 at 8:30 a.m.

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



## Finance & Administration Committee Meeting

OJRSA Operations & Administration Building

Lamar Bailes Board Room

November 25, 2025 at 9:00 AM

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

### Agenda

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

### Upcoming Meetings

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

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

## FY2026 O&amp;M FUND PROJECTS

## CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

11/21/2025 11:34

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

TOTAL AWARDED

325,902

TOTAL FUNDS OBLIGATED/ACTUAL TO DATE:

137,514

188,388

TOTAL AWARDED

BUDGET REMAINING

## FY2026 O&amp;M FUND PROJECTS

## CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

11/21/2025 11:34

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

## FY2026 RECONSTITUTION TASKS

## TASKS MAY CARRY ACROSS BUDGET YEARS

11/18/2025 19:05

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

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

\* Estimated to be July/August 2026.

## FY2026 RESTRICTED FUND PROJECTS

## PROJECTS MAY CARRY ACROSS BUDGET YEARS

11/21/2025 11:34

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

1,284,800 8,278,319 9,466,806

TOTAL RESTRICTED FUNDS OBLIGATED/ACTUAL TO DATE: 1,342,463

8,124,343

TOTAL AWARDED

BUDGET REMAINING

## FY2026 RESTRICTED FUND PROJECTS

## PROJECTS MAY CARRY ACROSS BUDGET YEARS

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

010 OJRSA FUND

004 REVENUE

00401 REVENUE

## Revenue Report

Oconee Joint Rsa

Page 1 of 1

## Level 4 Summary for October 2025

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

010 OJRSA FUND

005 EXPENSES

00501 ADMINISTRATION

## Expenditure Report

## Level 4 Summary for October 2025

Oconee Joint Rsa

Page 1 of 3

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

010 OJRSA FUND

005 EXPENSES

00601 CONVEYANCE SYSTEM

## Oconee Joint Rsa

## Expenditure Report

## Level 4 Summary for October 2025

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

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

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

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



## Fiscal Year 2026 Supplemental Budget #2

December 1, 2025 Board Meeting

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

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

**NOTES**

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



STANCIL  
COOLEY ESTEP  
& STAMEY, LLP  
*Certified Public  
Accountants*

934D Old Clemson Hwy  
Seneca, SC 29672

P. O. Drawer 1279  
Seneca, SC 29679

(864) 882-3048  
Fax 882-7489

[www.scescpa.com](http://www.scescpa.com)

- Refund of \$1,783,375.70  
approved with Supplemental  
Budget #1.  
- Refund of additional  
\$198,664.00 to be considered  
with Supplemental Budget #2.  
- Total refund = \$1,982,039.70

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

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

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

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

The procedures and associated findings are as follows:

1. We matched amounts in the spreadsheet (final—RO&M check Register) to receipts and invoices for the grant period beginning February 23, 2023, and ending February 5, 2025.
2. We traced the balances from the final spreadsheet to the general ledger during the grant period beginning February 23, 2023, and ending February 5, 2025.
3. We recalculated the amount to be returned to Oconee County (\$1,982,039.70) by calculating the net of deposits and reimbursements for the period in the spreadsheet and subtracting the interest earned on the OJRSA investment and the late fee charged the county.

No exceptions were found as a result of these procedures.

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

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

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

*Stancil Cooley Estep & Stamey, LLP*

Seneca, South Carolina  
October 31, 2025

## 2026 Schedule of OJRSA Public Meetings and Holidays

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

JANUARY							FEBRUARY							MARCH							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
4	5	6	7	8	9	10	1	2	3	4	5	6	7	1	2	3	4	5	6	7	
11	12	13	14	15	16	17	8	9	10	11	12	13	14	8	9	10	11	12	13	14	
18	19	20	21	22	23	24	15	16	17	18	19	20	21	15	16	17	18	19	20	21	
25	26	27	28	29	30	31	22	23	24	25	26	27	28	22	23	24	25	26	27	28	
APRIL							MAY							JUNE							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
5	6	7	8	9	10	11	1	2	3	4	5	6	7	1	2	3	4	5	6	7	
12	13	14	15	16	17	18	12	13	14	15	16	17	18	10	11	12	13	14	15	16	
19	20	21	22	23	24	25	19	20	21	22	23	24	25	24	25	26	27	28	29	30	
JULY							AUGUST							SEPTEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
5	6	7	8	9	10	11	1	2	3	4	5	6	7	1	2	3	4	5	6	7	
12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15	
19	20	21	22	23	24	25	19	20	21	22	23	24	25	23	24	25	26	27	28	30	
OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
4	5	6	7	8	9	10	1	2	3	4	5	6	7	1	2	3	4	5	6	7	
11	12	13	14	15	16	17	11	12	13	14	15	16	17	8	9	10	11	12	13	14	
18	19	20	21	22	23	24	18	19	20	21	22	23	24	15	16	17	18	19	20	21	
25	26	27	28	29	30	31	22	23	24	25	26	27	28	29	20	21	22	23	24	25	26

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

### Board and Committee Meetings

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

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

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

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

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

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

\* Rescheduled due to holiday

### Holidays

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