Board of Commissioners Meeting

OJRSA Operations & Administration Building
Lamar Bailes Board Room
December 1, 2025 at 2:00 PM
NOTE CHANGE OF MEETING TIME

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

Agenda

A. Call to Order – Kevin Bronson, Board Chair

B. Invocation and Pledge of Allegiance – Led by Commissioner Scott Parris

C. Public Session – Receive comments relating to topics that may or may not be on this agenda. Session is limited to a maximum of 30 minutes with no more than 5 minutes per speaker.

D. Approval of Minutes

- Board of Commissioners Meeting of November 3, 2025

E. Committee and Other Meeting Reports

- Reconstitution Committee and Executive Committee Meeting of October 9, 2025 as approved by committee on November 13, 2025 – Kevin Bronson, Committee Chair *Acceptance of the November 13, 2025 meeting to be considered at the January 5, 2026 board meeting*
- Operations & Planning Committee Meeting of November 20, 2025 – Scott Moulder, Committee Chair
- Finance & Administration Committee Meeting of November 25, 2025 – Celia Myers, Committee Chair

F. Secretary/Treasurer's Report (Exhibit A) – Lynn Stephens, Secretary/Treasurer

G. Presentation and Discussion Items *[May include vote and/or action on matters brought up for discussion]*

- Discuss modifying the normal working hours of Maintenance and Conveyance System staff to 7:00 a.m. to 4:00 p.m. Monday through Friday – Chris Eleazer, Director and Kyle Lindsay, Operations Director

H. Action Items

1. Authorize the Executive Director to execute the encroachment agreement with Central Electric Power Cooperative, Inc. as detailed in Exhibit B – Chris Eleazer, Director
2. Authorize the Executive Director to execute the quotation and standard terms of sale agreement with Evoqua Water Technologies LLC, in the amount of $470,462 plus a 5% contingency for the Sole Source Procurement of replacement equipment for Final Clarifier #3 (Exhibit C) – Kyle Lindsay, Operations Director
3. Consider policy for reserving capacity for Large Developments (Exhibit D) – Chris Eleazer, Director
4. Approve FY 2026 Supplemental Budget #2 (Exhibit E) – Chris Eleazer, Director
5. Approve 2026 OJRSA Board and Committee meeting schedule (Exhibit F) – Chris Eleazer, Director

I. Executive Director's Discussion and Compliance Matters – Chris Eleazer, Director

1. Environmental and regulatory compliance matters
2. Thornwell/Target Development update
3. Election of Officers and Committee appointments
4. Miscellaneous *(if any)*

J. Commissioners' Discussion – Led by Kevin Bronson, Board Chair
Discussion can be related to matters addressed in this meeting or for future consideration by the Board or Committee. Voting is not permitted during this session.

K. Adjourn

Upcoming Meetings

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

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

OJRSA

Secretary/Treasurer's Report for Board of Commissioners

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

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

UNRESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY

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

RESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY

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

Combined Total for All Funds

Cash	Investments	Combined
2,980,499	**9,065,000**	**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.

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

	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 (S)	To Be Reinvested?	
Meadows Bank	4.3	O&M	11/28/2025	245,000.00	X YES	NO
Dollar Bank	4.2	WIF	12/11/2025	245,000.00	X YES	NO
Community West Bank	4.2	WIF	12/12/2025	245,000.00	X YES	NO
Pathfinder Bank	4.25	O&M	12/23/2025	245,000.00	X YES	NO
City National Bank	4.85	O&M	12/29/2025	245,000.00	X YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO

Investment Notes:

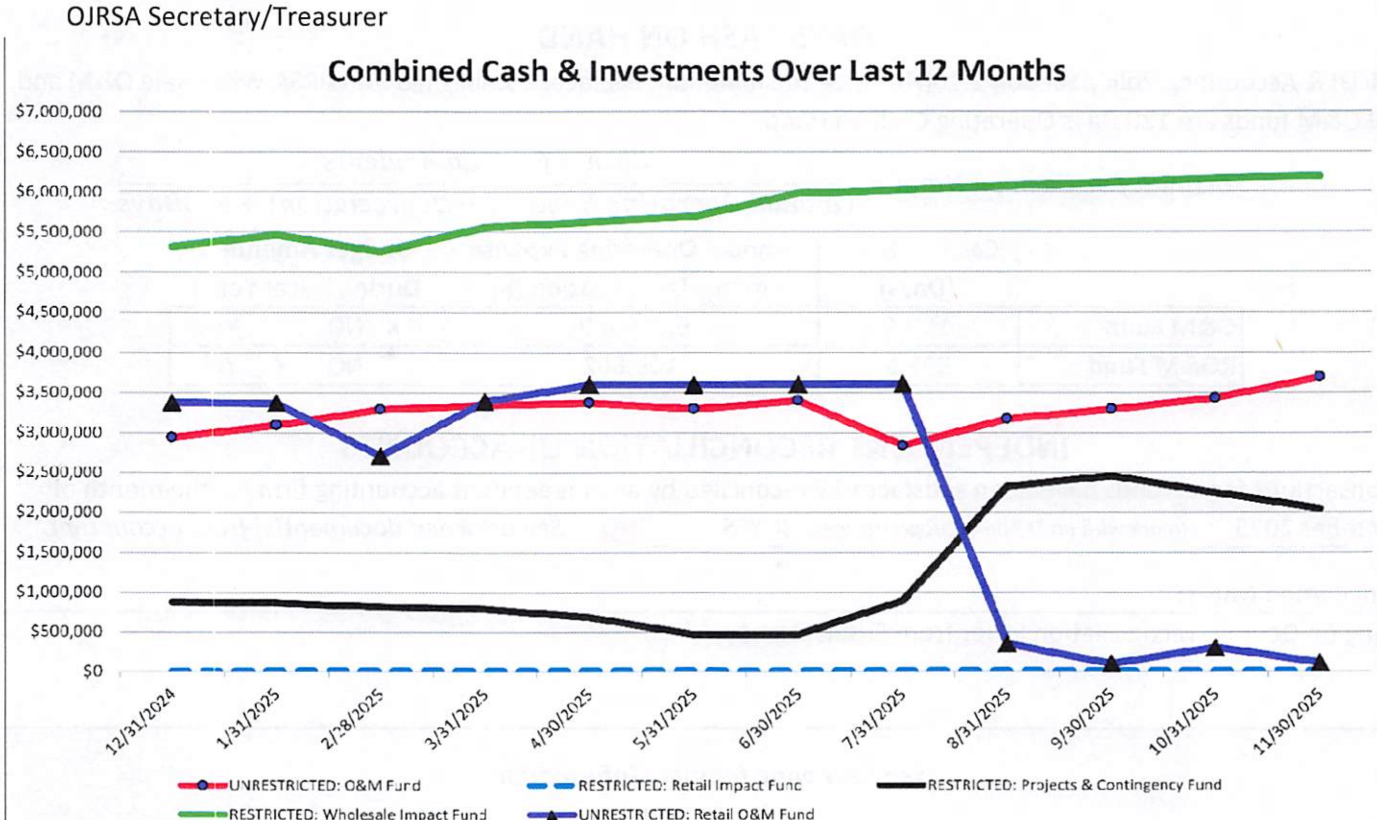
Will be investing approximately $1,000,000 in December from the PCF account to bring balance down some.

See additional sheets for investment information and trends

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

Lynn M. Stephens

Lynn Stephens
OJRSA Secretary/Treasurer



GRAYBILL, LANSCHE & VINZANI, LLC

REPLY TO:

Ryan W. Newton

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

November 5, 2025

VIA ELECTRONIC MAIL

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

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

Dear Chris:

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

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

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

Very truly yours,

GRAYBILL, LANSCHE & VINZANI, LLC

Ryan W. 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		**CENTRAL ELECTRIC POWER COOPERATIVE, INC**, 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		**OCONEE COUNTY JOINT REGIONAL SEWER AUTHORITY**, a special purpose district and political subdivision of the State of South Carolina By: ______________________________ Name: Its:

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

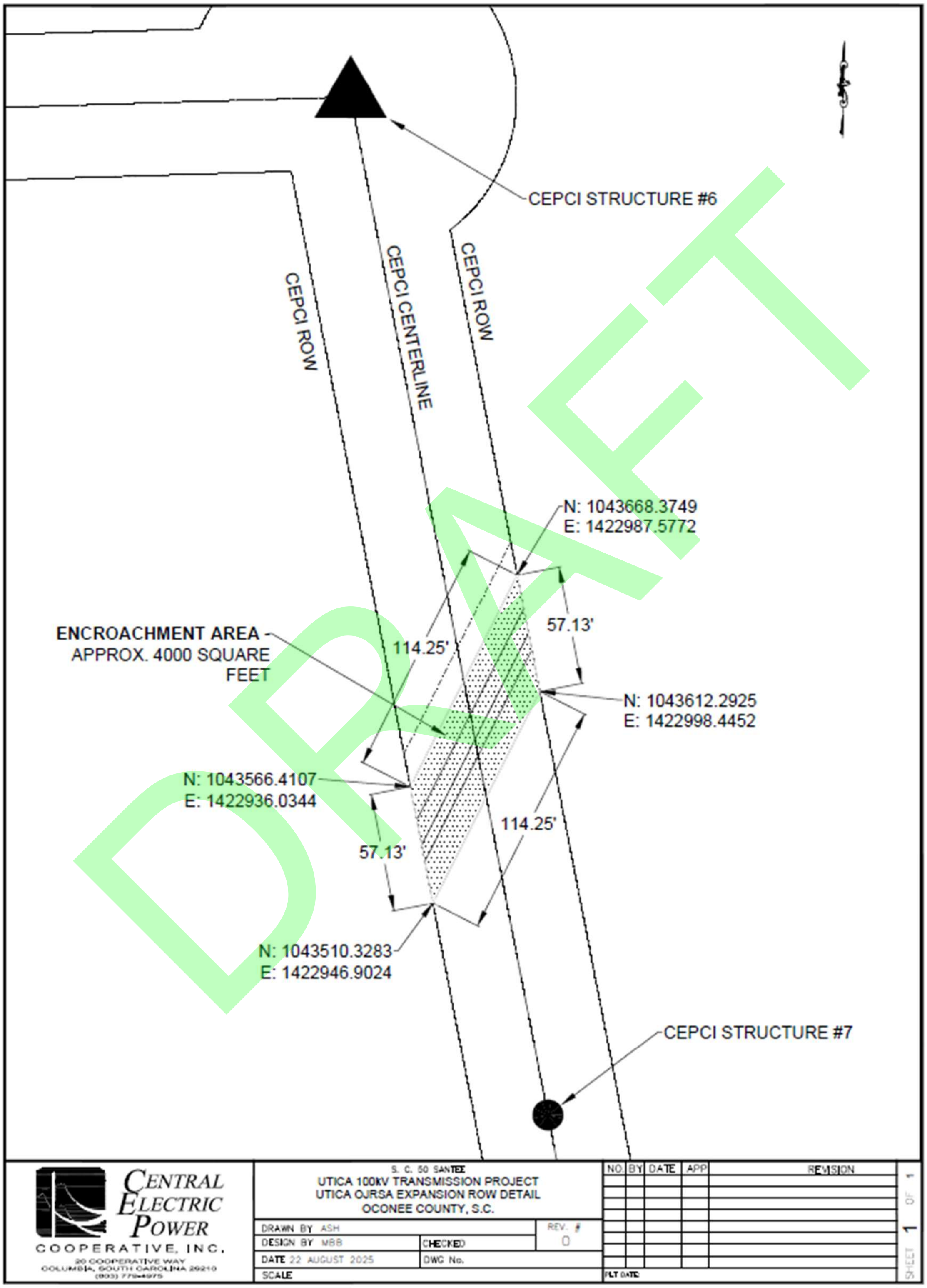
I, the undersigned Notary Public for the State of South Carolina, do hereby certify that the Oconee Joint Regional Sewer Authority, by ________________________, its ________________________, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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




Carson Rd
J Cobb Dr
Shiloh Rd
Shiloh Rd
Davis Mill Rd
DRAFT
32.50'
12.50'
ORIGINAL ROW EDGE
ORIGINAL OJRSA CENTERLINE
ORIGINAL ROW EDGE
10' ROW EXPANSION
10' TEMPORARY ROW EXPANSION
133.10'
CEPCI STRUCTURE #6
CEPCI ROW
CEPCI CENTERLINE
CEPCI ROW
OCONEE JOINT REGIONAL SEWER AUTHORITY
270.53'
323.57'
OCONEE JOINT SEWER CENTERLINE
CEPCI AND OCONEE JOINT CENTERLINES CROSSING
X = 1422967.2398
Y = 1043589.3516
156.03'
176.43'
CEPCI STRUCTURE #7
10.00'
10.00'
12.50'
12.50'
#8
#9
CENTRAL ELECTRIC POWER COOPERATIVE, INC.
S. C. 50 SANTEE
UTICA 100kV TRANSMISSION PROJECT
UTICA SEWER LINE CROSSING
OCONEE COUNTY, S.C.
DRAWN BY ASH
DESIGN BY WBB
CHECKED
REV.
D
DATE APRIL 25, 2025
DWG No.
SCALE
NO.
BY
DATE
APP
REVISION
PLT DATE:
SHEET 1 OF 1

Exhibit B

OJRSA Facilities

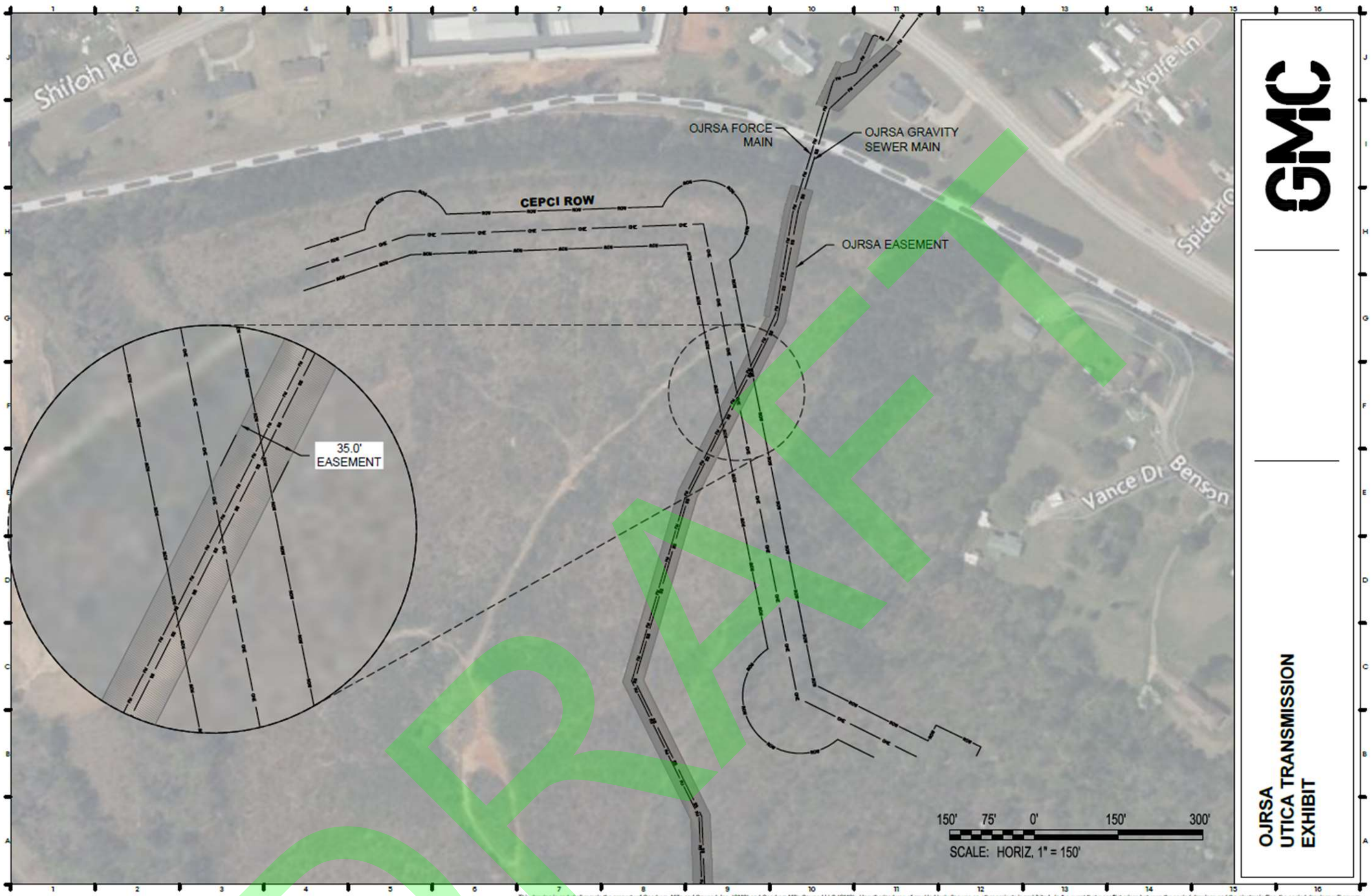
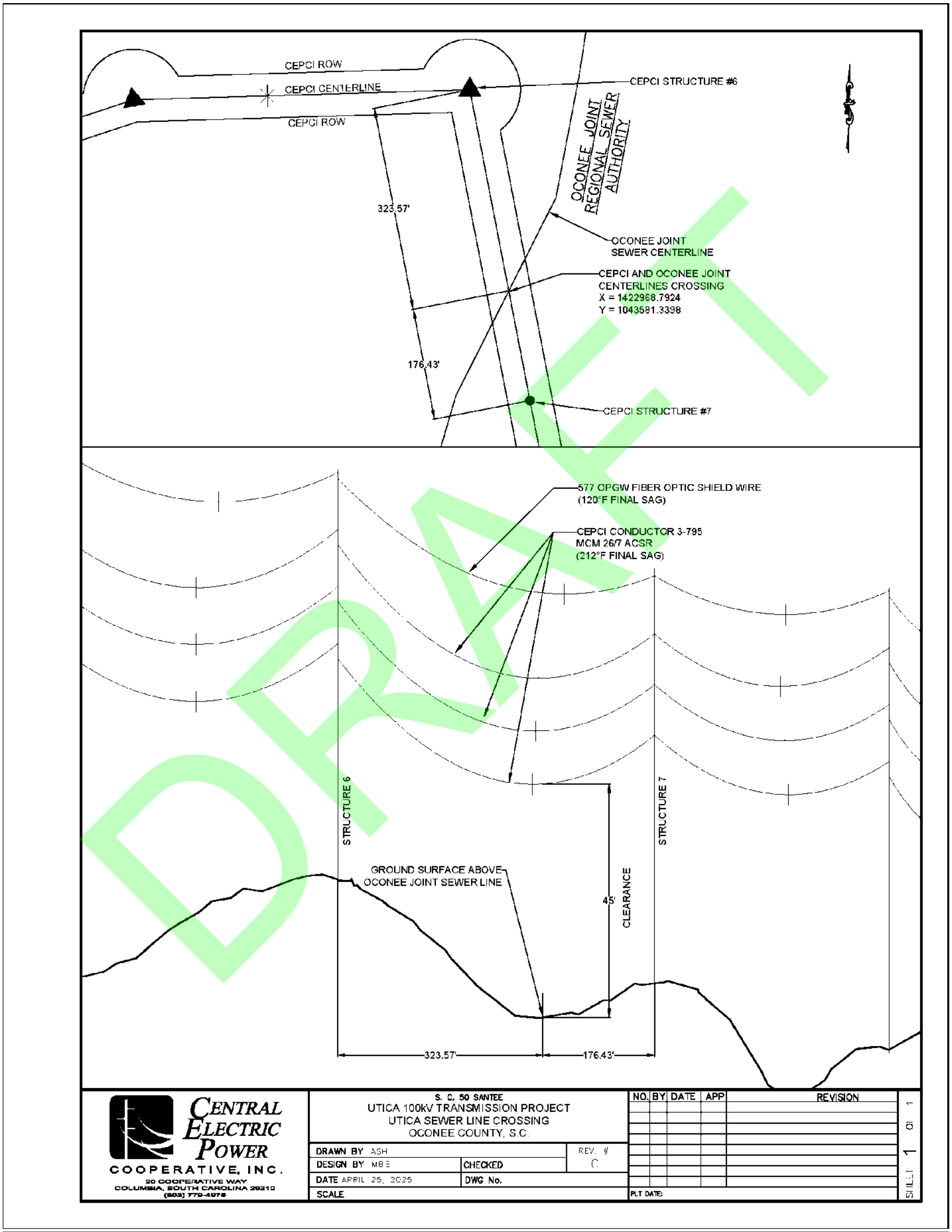


Exhibit C

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

To: Oconee Joint Regional Sewer Authority

1. SUMMARY

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

Addenda received: none

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

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

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

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

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

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

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

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

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

Category	Trips	Days on Site
Mechanical	2	3
Total	**2**	**3**

E. SERVICE MANUALS: Our pricing includes an electronic version of the operation and maintenance (O&M) manual as an Adobe PDF file format only. If requested, Evoqua will supply hard copies of the service manual at the 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

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 ¾" SWD. The basin floor will pitch to the center at a constant slope of ¼ on 12.

Equipment will consist of the following:

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

CONTROLS

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

EMBEDDED ITEMS

Embedded items included are:

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

WEIRS AND BAFFLES

Effluent weirs and baffles are not included.

SPARE PARTS

No spare parts are included.

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

ERECTION INFORMATION

Equipment for each mechanism will be shipped as follows:

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

Minimal field welding will be required.

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

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

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

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

<u>SURFACE PROTECTION</u>

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

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

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

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

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

4. EXCLUDED ITEMS

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

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

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

5. CLARIFICATIONS/EXCEPTIONS

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

Article, Section	Clarifications/Proposed Modifications

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

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

6. ADDITIONAL FIELD SERVICES

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

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

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

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

A. Supervision or consultation of a process service technician within the continental limits of the United States: $1,600 USD per eight (8) hour day plus expenses, Monday through Friday inclusive.

B. Supervision or inspection of a field service technician within the continental limits of the United States: $1,400 USD per eight (8) hour day plus expenses, Monday through Friday inclusive. Overtime Monday through Friday and Saturday work is charged at time and one-half. Time worked on Sunday will be charged double time; time worked on U.S. Holidays will be charged triple time.

C. Traveling, living and incidental expenses at cost, including shipping charges on tools and other equipment which the factory field service technician has shipped to the construction site.

D. Travel time will be charged to and from Purchaser's construction site, and weekend or holiday travel request or required by Purchaser will be charged at the overtime rates.

E. Rescheduling or cancellation of a field service trip once booked will incur the greater of either a $1,700 USD cancellation or re-scheduling charge, or actual costs.

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

QUOTATION SUBMITTED BY EVOQUA WATER TECHNOLOGIES LLC

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

Accepted by Buyer:	**Acknowledged by Seller:**
	Evoqua Water Technologies LLC
Company	Company
Printed Name	Printed Name
Title	Title
Signature	Signature
Date	Date
	Evoqua Water Technologies LLC N19 W23993 Ridgeview Pkwy, Suite 200 Waukesha, WI 53188
Billing Address	Address
Shipping Address	

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

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

2. Proposal, Withdrawal, Expiration. Unless otherwise stated in writing, Proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel or withdraw the Proposal at any time with or without notice or cause prior to acceptance by Buyer to the Proposal terms, or after Buyer' 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 which 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[1] for the portion of the project they intend to submit to SC Department of Environmental Services ("SCDES") for the issuance of the SCDES Permit (as defined below). Submission of a final application for a Capacity Permit must be completed prior to the issuance of any conditional commitment letter from OJRSA (aka a "Willingness to Serve Letter") to convey and treat flow associated with a project, which is necessary to obtain a wastewater construction permit ("SCDES Permit").
4. Future phases and expansion must begin at Step 1 when developer is ready for a new phase or further expansion.

Large Development (Proposed)

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

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

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[1] Impact fees shall be in accordance with the current *OJRSA Impact Fee Policy, OJRSA Schedule of Fees*, and Development Policy.
[2] This threshold for Large Development is based on SC Regulation 61-67.300(A)(2)'s definition, which says: "[s]ervice connections which shall contribute more than five (5) percent of the existing wastewater treatment facility's design capacity, or fifty thousand (50,000) gpd, shall be approved by the Department. This approval is for the additional flow and not for the physical work or materials."
[3] There must have been capacity or plans to expand capacity (by time next phases are to begin construction) during initial or subsequent capacity requests as included in Development Policy.

c. Capacity will be reserved for period included on the initial SCDES Permit or three (3) years, whichever is longer (the "Capacity Reservation Term"). If the SCDES Permit is extended or amended, then the date (to the extent it constitutes the Capacity Reservation Term) shall remain as stated on the initial SCDES Permit and shall not extended by OJRSA. Further, OJRSA has no duty or obligation to advise the developer of the expiration, or pending expiration, of the Capacity Reservation Term.

d. To reserve capacity, the developer must pay a nonrefundable reservation fee equal to 25% of the applicable impact fees for all sewer capacity to be reserved at the then-current impact fee rate (the "Reservation Fee"). Reservation Fees collected shall be maintained in the Wholesale Impact Fund or Retail Impact Fund, as appropriate, and shall be eligible for use as determined by OJRSA and in accordance with *OJRSA Financial and Accounting Policy*. If OJRSA system improvements are necessary to convey the flow from future phases and a means for designing and constructing these improvements has been identified, then capacity in the upgraded system will be reserved for a Large Development so long as all conditions within this policy are met.

e. The balance of future impact fees due for project shall be applied based upon the impact fees in place at the time the application for a Capacity Permit is made. The Reservation Fee shall be credited against the total amount of any impact fees due and payable at the time of the submission of the application for the Capacity Permit. If the Capacity Reservation Term has expired, no credit for any Reservation Fees shall be allowed. By submitting a request for reserved capacity, the developer expressly acknowledges and agrees that no benefit, credit or offset against impact fees shall result from the payment of the Reservation Fee after the expiration of the Capacity Reservation Term. Once the Capacity Reservation Term has expired, any Reservation Fees previously paid shall not be considered foregone impact fees but instead shall be treated by both OJRSA and the developer as an expired option to purchase capacity. ANY DEVELOPER WHO ELECTS TO PAY RESERVATION FEES EXPRESSLY ACKNOWLEDGES THE EXISTENCE OF THIS PURCHASE OPTION AND THE TERMS OF THIS POLICY. BY PAYING ANY RESERVATION FEE, THE DEVELOPER AGREES THAT THEY HAVE NO RIGHT TO MAKE ANY CLAIM AGAINST OJRSA IF THE CAPACITY RESERVATION TERM EXPIRES WITHOUT THE DEVELOPER RECEIVING ANY BENEFIT OR CREDIT FOR THE RESERVATION FEE TOWARD FUTURE CAPACITY FEE PAYMENTS.

f. Design on future phase(s) must be approved by OJRSA prior to submittal for a new or expanded SCDES Permit in a manner stated in 5.c above. In order for the developers to have adequate time to assemble their SCDES Permit application, the OJRSA will allow them up to 90 days beyond the initial SCDES Permit expiration date to complete a Capacity Permit and pay impact and other fees.[4] If not completed during this time, then Reservation Fees paid by the developer shall be treated by both OJRSA and the developer as an expired option to purchase capacity as contemplated under Section 5(e) above.

Examples

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OJRSA

Fiscal Year 2026 Supplemental Budget #2 | **December 1, 2025 Board Meeting**

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

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

NOTES

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

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INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES

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

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

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

The procedures and associated findings are as follows:

- 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**

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

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FEBRUARY

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MARCH

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APRIL

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JUNE

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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27	28	29	30	31		

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

Board and Committee Meetings

Commissioners (5:00pm) & Annual Members' (6:00pm): Jan 5 *Walhalla Depot, 211 South College Street, Walhalla*

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

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

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

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

Operations & Planning (8:30am): Jan 15, Feb19, 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		