

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

INTERLOCAL WASTEWATER CAPACITY ALLOCATION AGREEMENT

This INTERLOCAL WASTEWATER CAPACITY ALLOCATION AGREEMENT (the "Agreement") is made and entered into effective as of the *21ST* day of *December*, 2021 (the "Effective Date"), by and among the Water and Sewer Authority of Cabarrus County ("WSACC"), a limited purpose authority created pursuant to Chapter 162A of the North Carolina General Statutes (the "Act"), the County of Cabarrus ("Cabarrus County"), the City of Concord ("Concord"), the City of Kannapolis ("Kannapolis"), the Town of Harrisburg ("Harrisburg"), and the Town of Mount Pleasant ("Mount Pleasant"). Cabarrus County, Concord, Kannapolis, Harrisburg, and Mount Pleasant shall collectively be referred to hereinafter as the "Member Jurisdictions". WSACC and the Member Jurisdictions shall collectively be referred to hereinafter as the "Parties".

STATEMENT OF PURPOSE

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the "Interlocal Act"), municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, since its inception in 1992, WSACC has provided wholesale raw water and sewer service to the Member Jurisdictions upon their submission of flow allocation requests;

WHEREAS, in 2000 and 2001, WSACC and each Member Jurisdiction entered into a Sewage Service Agreement (collectively, the "Sewage Service Agreements") for the purposes of, without limitation, establishing certain terms and conditions regarding bulk wastewater transmission and treatment services provided by WSACC;

WHEREAS, at the WSACC-owned and operated Rocky River Regional Wastewater Treatment Plant ("RRRWWTP"), WSACC is currently permitted to treat 26.5 million gallons of wastewater per day (26.5 MGD) ("RRRWWTP Permitted Capacity");

WHEREAS, given the fast pace of development occurring in the Member Jurisdictions, WSACC may not have adequate capacity to fulfill all flow allocation requests;

WHEREAS, WSACC is in the process of expanding its infrastructure at RRRWWTP which will result in increased treatment capacity and additional allocation availability;

WHEREAS, WSACC is in the process of seeking a flow factor reduction from the Division of Water Resources at the Department of Environmental Quality (the "Flow Factor Reduction") which would also increase the capacity available for allocation;

WHEREAS, in exercising their public and essential governmental functions, WSACC, by and through its Board of Directors, and the Member Jurisdictions, by and through their governing bodies, have determined that it is in the best interests of their respective constituents to allocate wastewater treatment capacity to each Member Jurisdiction so that the Member Jurisdictions can individually elect how to utilize their allocated capacity; and

WHEREAS, WSACC and the Member Jurisdictions desire to set forth herein their agreement for such wastewater treatment capacity allocation.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WSACC and the Member Jurisdictions agree as follows:

1. Purpose. The purpose of this Agreement shall be to allocate WSACC's available wastewater treatment capacity at RRRWWTP to each Member Jurisdiction using such allocation methods as set forth in this Agreement for each Member Jurisdiction to elect individually how to utilize their allocated capacity.

2. Defined Terms. The defined terms used in this Agreement shall have the following definitions:

- a. "Accepted Flow" shall mean any flow for which WSACC has issued a flow acceptance letter.
- b. "Actual Flow" shall mean the actual Tributary Flow at RRRWWTP as measured by WSACC.
- c. "Allocated Flow" shall mean the flow allocated to any one or more of the Member Jurisdictions after the Effective Date.
- d. "Available Flow" shall have the meaning set forth in Section 3.
- e. "Prior Year" shall mean the prior calendar year.
- f. "Total Flow" shall have the meaning set forth in Section 3.
- g. "Tributary Flow" shall mean any flow that is tributary to RRRWWTP.

3. Bi-Annual Assessment of Capacity. On a bi-annual basis beginning January 1, 2022, WSACC will determine (a) its total actual wastewater flow and estimated remaining allocated wastewater flow ("Total Flow"), and (b) the wastewater capacity available for allocation ("Available Flow").

Total Flow shall be calculated as follows:

Actual Flow at RRRWWTP from the Prior Year *plus*

Accepted Flow prior to the Effective Date of this Agreement that is not yet Tributary Flow *plus*
Allocated Flow to Member Jurisdictions following the Effective Date of this Agreement that is
not yet Accepted Flow *plus*
Allocated Flow to Member Jurisdictions following the Effective Date of this Agreement that is
Accepted Flow but not yet Tributary Flow
= Total Flow

Available Flow shall be calculated as follows:

RRRWWTP Permitted Capacity *less*
Total Flow *less*
Flow Allocated to Charlotte Water not otherwise included in Total Flow (see Section 10 of this
Agreement)
= Available Flow

Notwithstanding any provision in this Agreement to the contrary, WSACC reserves the right to withhold capacity from allocation if, in WSACC's sole discretion, such reservation is necessary to ensure ongoing compliance with governmental regulations and state and federal laws.

4. First Division of Available Flow Among Member Jurisdictions. This Section 4 shall only apply to the first division of Available Flow to the Member Jurisdictions (the "First Division") and all subsequent divisions of Available Flow shall be subject to Section 5 below (the "Future Divisions"). The First Division shall occur upon full execution of this Agreement by all Parties. Once the Total Flow and Available Flow are determined, WSACC shall allocate the Available Flow among the Member Jurisdictions for the First Division as follows:

- a. If the First Division of Available Flow occurs prior to approval of the pending Flow Factor Reduction request, WSACC shall allocate the Available Flow as follows:
 - i. First:
 1. Concord: 60.35%
 2. Kannapolis: 29.38%
 3. Harrisburg: 8.85%
 4. Mount Pleasant: 1.42%
 - ii. Second, upon approval of the pending Flow Factor Reduction request after the First Division, WSACC shall allocate the Available Flow for the second division only as set forth in Section 4(b)(i)-(ii).
- b. If the First Division of Available Flow occurs subsequent to approval of the pending Flow Factor Reduction request, WSACC shall allocate the Available Flow as follows:

- i. WSACC shall take 16.67% of the Available Flow and divide it in four (4) equal shares. Each Member Jurisdiction (excluding Cabarrus County) will receive a base flow amount equal to one-quarter of the 16.67% of Available Flow (the "Base Allocation"); provided, however, Concord agrees that WSACC is to re-allocate Concord's Base Allocation up to a maximum amount of 50,000 gallons per day to Kannapolis with any excess over 50,000 gallons per day being allocated back to Concord.
- ii. Next, WSACC shall take the remaining 83.33% of the Available Flow and allocate among the Member Jurisdictions (excluding Cabarrus County) according to each Member Jurisdiction's five (5) year average percentage of billable sewer flow to the total billable flow for the immediately preceding 5 years as calculated by WSACC. For purposes of the First Division, the Parties agree that the capacity available after the Base Allocation shall be allocated as follows:
 1. Concord: 60.35%
 2. Kannapolis: 29.38%
 3. Harrisburg: 8.85%
 4. Mount Pleasant: 1.42%

5. Future Divisions of Available Flow Among Member Jurisdictions. Following the First Division of Available Flow, the Future Divisions of Available Flow shall occur bi-annually, and allocations shall be determined as follows:

- a. WSACC shall allocate Available Flow, if any, among the Member Jurisdictions (excluding Cabarrus County) according to each Member Jurisdiction's five (5) year average percentage of billable sewer flow to the total billable flow for the immediately preceding 5 years as calculated by WSACC. The five (5) year average percentage shall be recalculated annually.
 - i. For purposes of the Future Division to occur in January 2022 only, Kannapolis shall be allocated 75,000 gallons per day of the remaining Available Flow, if any, before the Future Division of Available Flow is made pursuant to Section 5(a). If, however, the pending Flow Factor Reduction has not been approved by the time of the January 2022 division, this re-allocation of 75,000 gallons shall instead be delayed until the first Future Division occurring after approval of the pending Flow Factor Reduction request.

6. Allocation of Flow for Remainder of 2021. In light of the fact this Agreement is entered into mid-year, the Parties understand and agree that any capacity allocated prior to the effective date of this Agreement shall not reduce any individual Member Jurisdiction's Allocated Flow for the remainder of the 2021 calendar year.

7. Bi-Annual Reporting. Beginning in 2022, on or before January 31st and July 31st of 2022 and each year thereafter, WSACC shall provide each Member Jurisdiction with a Bi-Annual flow summary (“Bi-Annual Flow Summary”). The Bi-Annual Flow Summary shall state:

- a. Total Flow;
- b. Available Flow;
- c. Each Member Jurisdiction’s base flow amount (for purposes of the First Division of Available Flow only);
- d. Capacity adjustments required under Sections 4(b)(i) and 5(a)(i) of this Agreement;
- e. Each Member Jurisdiction’s proportionate share of the Available Flow calculated using a pro-rata percentage based on each Member Jurisdiction’s average percentage of billable sewer flow to the total billable flow over the preceding five (5) year calendar years (*i.e.* averages shall not be recalculated for the July allocation divisions);
- f. Each Member Jurisdiction’s Allocated Flow for the calendar year; and
- g. A calculation of the actual flow (in gallons per day) allocated to each Member Jurisdiction.

8. Incorporation of Bi-Annual Flow Summary. The Parties agree that each Bi-Annual Flow Summary provided by WSACC shall become a part of this Agreement as if fully set forth herein. The Parties acknowledge that each Member Jurisdiction’s allocated capacity is likely to change over time due to variations in Available Flow and each Member Jurisdiction’s proportionate share using a pro-rata calculation based on each Member Jurisdiction’s five (5) year average percentage of billable sewer flow to the total billable flow. The Parties acknowledge and understand that such changes may include a reduction to each Member Jurisdiction’s Allocated Flow as a result of reductions in Available Flow, and should this occur, each Member Jurisdiction’s Allocated Flow would be reduced based on its calculated proportionate share of the reduced Available Flow.

9. Member Jurisdiction Obligations. In order for WSACC to prepare each Bi-Annual Flow Summary, certain information must be provided by the Member Jurisdictions. Specifically, each Member Jurisdiction agrees to provide to WSACC by January 15th and July 15th of each calendar year a statement providing: (a) all Allocated Flow to the Member Jurisdiction that is not Accepted Flow, and (b) all Allocated Flow to the Member Jurisdictions that is Accepted Flow but not yet Tributary and the project status for all such projects. Failure to timely remit the information required by this Section 9 shall delay WSACC’s provision of the Bi-Annual Flow Summary and Future Divisions until such time as all Member Jurisdictions have provided the required information.

10. Charlotte Water. The Parties hereto expressly acknowledge that WSACC has contractual capacity allocation obligations to Charlotte Water as set forth in that certain Water and Sewer Agreement between WSACC and Charlotte Water dated June 13, 1996, as amended (the “Charlotte Water Agreement”), and that such obligations may affect the Available Flow.

11. Effect of Adjustments in Available Flow. WSACC reserves the right to adjust the Available Flow at any point during the calendar year. If Available Flow is adjusted, WSACC shall provide each Member Jurisdiction with a revised Annual Flow Summary indicating the revised actual flow allocated (in MGDs) to each Member Jurisdiction for the calendar year.

12. Allocation Requests from Member Jurisdictions to WSACC. The Member Jurisdictions shall continue to submit allocation requests to WSACC as has been the traditional procedure; provided, however, following execution of this Agreement, only those requests which the Member Jurisdiction has approved shall be sent to WSACC for approval. WSACC shall retain sole authority to issue flow acceptance letters subject to the terms of this Agreement. Each allocation request submitted by a Member Jurisdiction shall be accompanied by the Allocation Request Form attached hereto as Exhibit A. Each Member Jurisdiction agrees that it shall not submit an allocation request which would cause the Member Jurisdiction to exceed its Allocated Flow.

13. Paper Capacity. For purposes of this Agreement, all terms describing flow in MGDs, including Total Flow, Available Flow, and Allocated Flow, shall mean and refer to committed paper capacity as submitted to the North Carolina Department of Environmental Quality. Paper capacity is calculated using the actual average daily and yearly flows plus the estimated values for flows set forth in 15A NCAC 02T .0114 that have been requested but not yet committed.

14. Force Majeure. It shall not be considered a breach of this agreement and neither WSACC nor any Member Jurisdiction shall be responsible for an inability to perform or any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. A "force majeure" is defined as any event arising from causes beyond the reasonable control of the WSACC or any Member Jurisdiction, including but not limited to fire, flood, acts of God, terrorism, war, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to perform beyond the reasonable control of WSACC or the Member Jurisdiction, including, without limitation, exhaustion of WSACC's wastewater treatment capacity. A failure to perform due to a force majeure shall be remedied with all possible dispatch but shall not constitute a breach so long as such remedy is diligently being pursued.

15. Effect on Sewage Service Agreements. To the extent the terms of this Agreement contradict or are inconsistent with a term of the Sewer Service Agreements, such contradictory and / or inconsistent terms in the Sewer Service Agreements are hereby amended and expressly superseded.

16. Muddy Creek Wastewater Treatment Plant. The Parties acknowledge that WSACC also currently operates the Muddy Creek Wastewater Treatment Plant ("MCWWTP") to service the Midland area of Cabarrus County. The Parties acknowledge and agree that flow allocated from MCWWTP shall remain subject to the current flow allocation process with WSACC accepting flow requests for service pursuant to WSACC's Sewer Allocation and Commitment Policy.

17. Notices. All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received either (a) when hand delivered to the address stated below, or (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

FOR WSACC: Michael Wilson, Executive Director
Water & Sewer Authority of Cabarrus County
232 Davidson Hwy.
Concord, North Carolina 28027

With a copy to: mwilson@wsacc.org
cvoncannon@wsacc.org
wisenhour@jahlaw.com

FOR CONCORD: City Manager
P.O. Box 308
Concord, North Carolina, 28026-0308
paynel@concordnc.gov

City Attorney
P.O. Box 308
Concord, North Carolina, 28026-0308
kolczynv@concordnc.gov

Director of Water Resources
P.O. Box 308
Concord, North Carolina, 28026-0308
corleyj@concordnc.gov

FOR KANNAPOLIS: Walter M. Safrit, II, City Attorney
City Of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
wsafrit@kannapolisnc.gov

FOR HARRISBURG: Town Manager
P.O. Box 100
Harrisburg, North Carolina 28075

With a copy to: Town Attorney
3220-201 Prosperity Church Road
Charlotte, North Carolina 28269

lawoffice@RichardKochLaw.com

FOR MOUNT PLEASANT: Randy Holloway, Town Manager
Town of Mount Pleasant
8590 Park Drive
Mt. Pleasant, North Carolina 28124

With a copy to: HollowayR@mtpleasantnc.us
Burris@mtpleasantnc.us
jfs@sandslegal.net

FOR CABARRUS COUNTY: County Manager
P.O. Box 707
Concord, North Carolina 28026

With a copy to: County Attorney
3220-201 Prosperity Church Road
Charlotte, North Carolina 28269
lawoffice@RichardKochLaw.com

Any party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to all other Parties hereto.

18. Term. This Agreement shall remain in effect until the earlier of (a) January 1, 2025, (b) the date upon which WSACC's expansion of the RRRWWTP comes online with 30 MGD treatment capacity, or (c) termination of this Agreement by WSACC.

19. Termination. Only WSACC shall have the ability to terminate this Agreement, and WSACC shall be entitled to do so in its sole discretion. Upon termination by WSACC, no Member Jurisdictions shall receive further capacity allocations, and all flow allocation requests shall be processed in accord with WSACC's policies then in-effect, including, without limitation, WSACC's Sewer Allocation and Commitment Policy.

20. Severability. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the Parties hereto that all other provisions of this Agreement shall remain in full force and effect.

21. Transfer or Assignment. If any Member Jurisdiction wishes to assign or sell its rights or obligations under this Agreement, it must first obtain prior written approval from WSACC.

22. Parties to Act Reasonably. Whenever this Agreement provides any right to or imposes any obligation upon a party, such party shall exercise such right or discharge such obligation in a reasonable manner, unless otherwise expressly provided herein.

23. Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.C.G.S. § 7A-38.1(c) except as specifically provided otherwise herein. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Cabarrus County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

24. Governing Law and Venue. This Agreement is entered into and is to be performed in the State of North Carolina. This Agreement and the legal relations between the Parties hereto shall be governed by, and construed in accordance with, North Carolina law, without reference to the conflict of laws principles thereof. The Parties further agree that the sole and exclusive venue of any action arising out of this Agreement shall be the state courts located in Cabarrus County, North Carolina.

25. Amendments. This Agreement may be amended or modified in whole or in part only by an agreement in writing duly executed by authorized representatives of the Parties pursuant to resolutions of their respective governing boards approving such amendment or modification, and authorizing its execution.

26. Limitation of Liability and No Third Party Rights. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories, and no party hereto shall be liable under this Agreement to any third party. Neither party shall be liable for failures of the facilities of the other party that are subject to this Agreement.

27. Additional Documents. Each party agrees to execute such additional documents as may be reasonably necessary to effectuate the terms of this Agreement.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

29. Fees and Expenses. Each party will pay its own fees and expenses (including attorneys' and accountants' fees, legal costs, and expenses) incurred in connection with this Agreement, and the consummation of the transactions contemplated hereby.

30. Authority. Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

[Signature Pages to Follow]

WATER AND SEWER AUTHORITY OF
CABARRUS COUNTY

By: *Michael Wilson*

Title: *Executive Director*

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
Finance Officer

11/18/21
Date

STATE OF *North Carolina*

COUNTY OF *Cabarrus*

I, *Tamara Measmer Garifo*, a notary public for said county and state, do hereby certify that *Michael Wilson* personally came before me this day and acknowledged that he/she is *Executive Director* of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

Witness my hand and official seal, this the *18th* day of *November*, 2021.



(NOTARIAL SEAL)

Tamara Measmer Garifo
Notary Public

Tamara Measmer Garifo
(Printed Name of Notary Public)

My Commission Expires: *June 3, 2024*

CITY OF CONCORD

By: [Signature]
Title: City Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

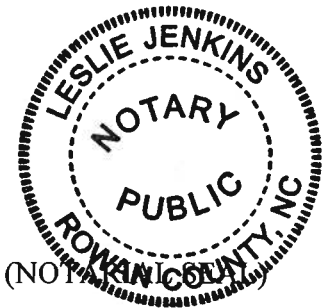
[Signature]
Finance Officer

12/20/2021
Date

STATE OF N.C.
COUNTY OF Rowan

I, Leslie Jenkins, a notary public for said county and state, do hereby certify that Lloyd Wm. Payne, Jr. personally came before me this day and acknowledged that he/she is City Manager of City of Concord and acknowledged, on behalf of City of Concord the due execution of the foregoing instrument.

Witness my hand and official seal, this the 21st day of December, 2021.



[Signature]
Notary Public
Leslie Jenkins
(Printed Name of Notary Public)

My Commission Expires: 9-20-26



CITY OF KANNAPOLIS

By: *Michael B. Legg*
Michael B. Legg

Title: _____
City Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Africa Otis 11/23/21
Africa Otis
Finance Officer

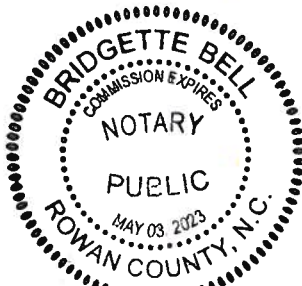
October 25, 2021
Date

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

I, Bridgette Bell a notary public for said county and state, do hereby certify that, Michael B. Legg personally came before me this day and acknowledged that he/she is City Manager of the City of Kannapolis, North Carolina and acknowledged, on behalf of the City of Kannapolis, the due execution of the foregoing instrument.

Witness my hand and official seal, this the 25th, day of October, 2021.



(NOTARIAL SEAL)

Bridgette Bell
Notary Public

Bridgette Bell
(Printed Name of Notary Public)

My Commission Expires: 05-03-2023

TOWN OF HARRISBURG

By: [Signature]

Title: Interim Town Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
Finance Officer

12.8.2021
Date

STATE OF North Carolina

COUNTY OF Cabarrus

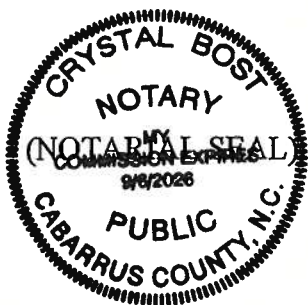
I, Crystal Bost, a notary public for said county and state, do hereby certify that Jerry Lee Connor, Jr. personally came before me this day and acknowledged that he/she is Interim Town Manager of Town of Harrisburg ~~Water and Sewer Authority~~ of Town of Harrisburg ~~Cabarrus County~~ and acknowledged, on behalf of Town of Harrisburg ~~Water and Sewer Authority of Cabarrus County~~ the due execution of the foregoing instrument.

Witness my hand and official seal, this the 8th day of December, 2021.

Crystal Bost
Notary Public

Crystal Bost
(Printed Name of Notary Public)

My Commission Expires: 9/16/2026



TOWN OF MOUNT PLEASANT

By: Terry R. Holloway
Title: Town Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Amy Schuensema
Finance Officer

11-9-2021
Date

STATE OF NC

COUNTY OF Cabarrus

I, Jennifer M. Blake, a notary public for said county and state, do hereby certify that Terry R. Holloway personally came before me this day and acknowledged that he/she is Town Manager of Town of Mount Pleasant and acknowledged, on behalf of Town of Mount Pleasant the due execution of the foregoing instrument.

Witness my hand and official seal, this the 9th day of November, 2021.

Jennifer M. Blake
Notary Public

Jennifer M. Blake
(Printed Name of Notary Public)

My Commission Expires: August 16, 2022

(NOTARIAL SEAL)

Jennifer M Blake
Notary Public
Cabarrus County, NC
Commission Expires August 16, 2022

CABARRUS COUNTY

By: [Signature]

Title: County Manager 11/9/21

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer [Signature]

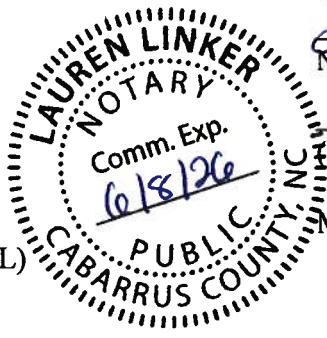
Date 11/8/21

STATE OF North Carolina

COUNTY OF Cabarrus

I, Lauren Linker, a notary public for said county and state, do hereby certify that Michael Downs personally came before me this day and acknowledged that he/she is County Manager of Cabarrus County and acknowledged, on behalf of Cabarrus County the due execution of the foregoing instrument.

Witness my hand and official seal, this the 9th day of November, 2021.



Lauren Linker
Notary Public

Lauren Linker
(Printed Name of Notary Public)

My Commission Expires: 6/8/26

(NOTARIAL SEAL)

EXHIBIT A

**WASTEWATER FLOW ALLOCATION REQUEST FORM
FOR THE
WATER AND SEWER AUTHORITY OF CABARRUS COUNTY**

Member jurisdiction personnel should complete this form and submit to WSACC with the associated flow acceptance application to establish the expected impacts to the member jurisdiction allocated flow value associated with a proposed project.

Jurisdiction Requesting Flow Acceptance:

Date:

- City of Concord
- City of Kannapolis
- Town of Harrisburg
- Town of Mt. Pleasant
- Charlotte Mecklenburg Utilities

Project Title:

Description:

Line Item	Description	Value (gpd)	Formula (if applicable)
A	Currently Available Portion of Member Jurisdiction Allocated Flow		
B	Flow Allocation Requested with this Application		
C	Currently Remaining Member Jurisdiction Allocated Flow with Proposed Application Included		A - B

Notes:

Line Item A is either the initial value from the most recent bi-annual update (if the jurisdiction has not requested flow allocation for project(s) since the most recent bi-annual update) or the value from Line Item C from the jurisdiction's previous flow acceptance request (if the jurisdiction has requested flow allocation for project(s) since the most recent bi-annual update).

Line Item B is the flow allocation requested with the current application.

Line Item C is the difference from subtracting Line Item B from Line Item A.

This Wastewater Flow Allocation Request Form is subject to the terms and conditions of that Interlocal Wastewater Capacity Allocation Agreement dated _____, 2021.

Jurisdiction's Signing Official Signature

Date