

WATER AND SEWER AUTHORITY OF CABARRUS COUNTY

March 21, 2024

5:00 P.M.

The Board of Directors (the “Board”) of the Water and Sewer Authority of Cabarrus County (“WSACC”) met in regular session on Thursday, March 21, 2024 at the Administrative Offices. The meeting was also set up for virtual attendance administered by Zoom and streamed on YouTube.

Public access to the meeting could be obtained by calling into the conference bridge at 1-(267) 930-4000 and using the participant access code.

The following Board Members were present:

Mr. Jeff Corley

Mr. Darrell Hinnant

Mr. Randy Holloway

Ms. Jennifer Parsley-Hubbard

Mr. Mike Legg

Mr. Jonathan Marshall

Mr. Bob Ritchie

Mr. Donham and Mr. Shue were unable to attend due to a prior commitment.

Also present were Mr. Michael Wilson, Executive Director (via video conference); Ms. Robin Moore, Deputy Executive Director Administration; Mr. Chad VonCannon, Engineering Director; Ms. Wendi Heglar, Finance Director; Mr. Thomas Hahn, Assistant Engineering Director; Mr. Mark Fowler, Facilities Director; Mr. Thomas Jakubisin, IT Manager; Ms. Shannon Kincaid, Executive Secretary/Secretary to the Board; Mr. Lee Campbell, Black & Veatch; Mr. Jason Dorn, Gavel & Dorn; Mr. William Isenhour, Johnston, Allison & Hord, P.A. (“JAH”).

At 5:00 P.M., Chairman Legg called the meeting to order.

REPORTS

WSACC Master Plan Update

Mr. Campbell of Black & Veatch provided an update on WSACC’s Master Plan. Mr. Campbell included a PowerPoint presentation which offered an in-depth view of WSACC’s Master Plan.

Highlights from the presentation included:

- A review of the Master Plan objectives and major task groups
- WSACC’s growth model updates
- Final water usage and sewer flow forecasts
- Projected timeline for the phasing of the Rocky River Regional Wastewater Treatment Plant (“RRRWWTP”) expansion projects
- Projected timeline for expansion of the Muddy Creek Wastewater Treatment Plant
- A view of the Obligated Flows Dashboard, the Jurisdictional Flow Monitoring Dashboard, and the iCIP Dashboard
- Recommended Capital Improvement Projects

For a copy of the presentation, contact the Executive Secretary to the Board.

UNFINISHED BUSINESS

Request for Approval of the Minutes of February 15, 2024

Mr. Marshall made a motion to approve the minutes of February 15, 2024. Ms. Hubbard seconded the motion and the Board approved by unanimous vote.

NEW BUSINESS

Presentation of the Proposed Budget Fiscal Year 2024-2025, decide if a Budget Work Session is desired, then set the Budget Public Hearing for April 18, 2024

Mr. Wilson presented to the Board WSACC's Proposed Budget for Fiscal Year 2024-2025 ("FY 25").

Prior to the Board meeting, Mr. Wilson sent to the Board via email, a complete package of the proposed FY 25 budget along with supplemental sheets that included a comparison of the prior year actuals to current year budget, and detailed line-item requests by department.

A copy of the proposed FY 25 budget is available for viewing in the office of the Secretary to the Board.

Mr. Wilson stated that two major areas impacting the proposed FY 25 budget are the hiring and retention of competent employees and debt service associated with the issuance of \$84.96 million dollars of revenue bonds in February 2024 which will result in a net increase in debt service of \$3,638,833.

Mr. Wilson proposed a four-point three percent (4.3%) increase in the variable sewer rate from \$1.766 to \$1.842 per thousand gallons in the FY 25 budget.

The total proposed FY 25 budget for the Operating Fund is \$26,276,980, a 21.27% increase or \$4,608,760 more than the prior year's budget. Mr. Wilson said most of the increase was associated with debt service on the RRRWWTP Phase 4 Expansion Revenue Bonds.

WSACC issued \$65.5 million in revenue bonds in May of 2022 and an additional \$84.96 million in revenue bonds in February 2024 for the expansion of the RRRWWTP from 26.5 million gallons per day ("MGD") to 30 MGD and then to 34 MGD.

WSACC was able to absorb the debt service on the \$65.5 million revenue bonds in the prior year, but the \$84.96 million in revenue bonds issued in February 2024 will require increases in fixed charges in FY 25 for the interest-only payments of \$3,978,400. The net increase of fixed charges is due to SRF maturities, and the new debt service is \$3,638,833.

After a brief discussion, the Board decided a budget work session was not needed.

Mr. Hinnant made a motion to set the Budget Public Hearing for April 18, 2024. Mr. Ritchie seconded the motion and the Board approved by unanimous vote.

Coddle Creek Bid Award

Mr. VonCannon requested approval of the Bid Award for the Coddle Creek Parallel Project to R.H. Price, Inc., and adoption of the Resolution of Tentative Award.

Mr. Marshall made a motion to approve the Coddle Creek Bid Award and adopt the Resolution of Tentative Award. Mr. Holloway seconded the motion and the Board approved by unanimous vote.

The Resolution of Tentative Award was approved as follows:

RESOLUTION OF TENTATIVE AWARD

WHEREAS, the Water and Sewer Authority of Cabarrus County, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the Lower Coddle Creek Parallel Interceptor Project (Project No. SRP-W-ARP-0053), and

WHEREAS, the Gavel & Dorn Engineering Consulting Engineers have reviewed the bids; and

WHEREAS, R.H. Price, Inc. was the lowest bidder for the Lower Coddle Creek Parallel Interceptor Project (Project No. SRP-W-ARP-0053), in the total bid amount of \$28,973,130.90, and

WHEREAS, the consulting Engineers recommend **TENTATIVE AWARD** to the lowest bidder(s).

NOW, THERE FORE, BE IT RESOLVED that TENTATIVE AWARD is made to the lowest bidder(s) in the Total Bid Amount of \$28,973,130.90.

	Name of Contractor	Amount
1.	<u>R.H. Price, Inc.</u>	<u>\$28,973,130.90</u>
2.	<u>B.R.S., Inc.</u>	<u>\$31,962,555.19</u>
3.	<u>Sanders Utility Construction Company, Inc.</u>	<u>\$34,145,334.05</u>

BE IT FURTHER RESOLVED that such **TENTATIVE AWARD** be contingent upon the approval of the North Carolina Department of Environmental Quality.

Upon motion of Jonathan Marshall, seconded by Randy Holloway, the above **RESOLUTION** was unanimously adopted.

This is 21 day of March, 2024.

Ross B. Bezy, Chairman
(Signature and Title of Authorized Representative)

Attest
Shannon Kwan
(Signature, Secretary)



Coddle Creek Construction Phase Services

Mr. VonCannon requested approval of the Coddle Creek Construction Phase Services to Gavel & Dorn.


Mr. Corley made a motion to approve the scope of services and fees for the Coddle Creek Construction Phase Services to Gavel & Dorn. Mr. Hinnant seconded the motion and the Board approved by unanimous vote.

Resolution of Acceptance of the American Rescue Plan Act

Ms. Heglar requested approval of the Resolution of Acceptance of the American Rescue Plan Act and to appoint the Finance Director as the authorized representative.

Ms. Hubbard made a motion to approve the Resolution of Acceptance of the American Rescue Plan Act and to appoint the Finance Director as the authorized representative. Mr. Ritchie seconded the motion and the Board approved by unanimous vote.

The Resolution of Acceptance of the American Rescue Plan Act was approved as follows:



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WATER & SEWER AUTHORITY
OF CABARRUS COUNTY
232 Davidson Hwy.
Concord, NC 28027
704.786.1783 • 704.795.1564 Fax
www.wsacc.org

**RESOLUTION OF ACCEPTANCE OF THE AMERICAN RESCUE PLAN ACT BY
THE BOARD OF DIRECTORS FOR THE WATER AND SEWER AUTHORITY OF
CABARRUS COUNTY**

WHEREAS, the Water and Sewer Authority of Cabarrus County has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered ARP funding in the amount of \$42,125,000 to perform work detailed in the submitted application, and

WHEREAS, the Water and Sewer Authority of Cabarrus County intends to perform said project in accordance with the agreed scope of work,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE
WATER AND SEWER AUTHORITY OF CABARRUS COUNTY:**


That the Water and Sewer Authority of Cabarrus County does hereby accept the ARP Grant offer of an additional \$7,125,000 for a total of \$42,125,000.


That the Water and Sewer Authority of Cabarrus County does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.


That Wendi Heglar, Finance Director and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this 21st day of March 2024 at Concord, North Carolina.

WATER AND SEWER AUTHORITY OF
CABARRUS COUNTY, NORTH CAROLINA


Mike Legg, Chairman

ATTEST: 
Shannon Kincaid, Secretary
(Seal)



WATER AND SEWER AUTHORITY OF CABARRUS COUNTY
CORPORATE
SEAL
NORTH CAROLINA
1992

Section 3.7 Reclassifications Policy

Ms. Moore requested approval to update the language of Section 3.7 Reclassifications of the WSACC Employee Handbook to read as follows:

When an employee's position is reclassified to a lower pay grade and his/her present salary is above the maximum for the lower grade, the employee shall be permitted to continue at his/her present rate of pay and will not be entitled to salary increases or adjustments until his/her salary falls below the maximum for the lower reclassified pay grade.

Generally, when the pay classification structure is adjusted or a position is reclassified, individual employee pay will be determined by a combination of performance and time in the specific position. Any increases granted for overall restructuring or reclassifications shall be based on budgetary restraints placed on the implementation of the restructuring or reclassification by the Board of Directors.

To avoid salary compression, the Executive Director may conduct a review of the salaries of the employees in the class whose present salaries are at or just above the minimum range and make appropriate salary adjustments based on time of service in the position, as well as present salary. Reclassifications do not change dates of annual performance reviews.

Mr. Ritchie made a motion to approve the updated language of Section 3.7 Reclassifications of the WSACC Employee Handbook. Mr. Holloway seconded the motion and the Board approved by unanimous vote.

Interjurisdictional Pretreatment Agreements

Mr. Wilson requested approval to authorize the Executive Director to execute the Interjurisdictional Pretreatment Agreements with Cabarrus County, City of Concord, City of Harrisburg, City of Kannapolis, and the Town of Mt. Pleasant.

Mr. Hinnant made a motion to approve the Executive Director to execute the Interjurisdictional Pretreatment Agreements. Mr. Marshall seconded the motion and the Board approved by unanimous vote.

The Interjurisdictional Pretreatment Agreements were approved as follows:

**STATE OF NORTH CAROLINA
CABARRUS COUNTY**

**INTERJURISDICTIONAL
PRETREATMENT AGREEMENT**

THIS INTERJURISDICTIONAL PRETREATMENT AGREEMENT (this “**AGREEMENT**”) made and entered into this 21st day of March, 2024, by and between the **CABARRUS COUNTY**, hereinafter referred to as “**JURISDICTION**”, and the **WATER AND SEWER AUTHORITY OF CABARRUS COUNTY**, hereinafter referred to as “**WSACC**”. **JURISDICTION** and **WSACC** are collectively referred to as “**PARTIES**”.

WITNESSETH:

THAT, WHEREAS, the **PARTIES** are engaged in providing wastewater treatment and/or collection services in accordance with state and federal laws and regulations; and

WHEREAS, the **JURISDICTION** provides no wastewater treatment services; the **JURISDICTION** provides and maintains a wastewater collection system, over which the **JURISDICTION** controls the use and connections thereto; and

WHEREAS, **WSACC** provides and maintains a multi-jurisdictional wastewater collection system and treatment facilities, in accordance with the NPDES Permit Number NC0036269, NPDES Permit Number NC0081621, and Collection System Permit Number WQCS00009, which services include the treatment of wastewater within the jurisdictional area of the **JURISDICTION**; and

WHEREAS, the **JURISDICTION** and **WSACC** previously entered into an existing Interjurisdictional Pretreatment Agreement, which terminates on December 31, 2023; and

WHEREAS, **WSACC** is identified by the North Carolina Department of Environmental Quality (“**DEQ**”)and the United States Environmental Protection Agency as being responsible for the Publicly Owned Treatment Works (“**POTW**”), including the Rocky River Regional Wastewater Treatment Plant and the Muddy Creek Wastewater Treatment Plant (together, the “**TREATMENT PLANTS**”); and

WHEREAS, **WSACC** is required by the state and federal regulations to control the introduction of pollutants from non-domestic users into the **TREATMENT PLANTS** by development and implementation of a pretreatment program; and

WHEREAS, **DEQ** requires an interlocal agreement with each local jurisdiction served, for the implementation and enforcement of the pretreatment program, by **WSACC**, in accordance with 40 CFR Section 403 of the Federal Regulations.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**Pretreatment and Surcharge Program Agreement
Article I**

Section A - Pretreatment Program

- 1) **WSACC** agrees to provide, implement, and maintain an approved pretreatment program as required by state and federal laws and regulations for the control of non-

domestic discharges, in accordance with 40 CFR Section 403 of the Federal Regulations.

- 2) As part of the pretreatment program, **WSACC's** Sewer Use Ordinance, which shall be amended as necessary to remain consistent with state and federal regulations, contains the conditions and limitations to be met by each non-domestic discharger including federal and state pretreatment standards. This program allows **WSACC** to deny or conditionally approve new or increased contribution of flow and/or pollutants and to establish requirements for existing sources.
- 3) The Sewer Use Ordinance establishes the requirements for filing an Industrial Discharge Permit Application/Survey to discharge non-domestic wastewater into the Rocky River Regional Wastewater System and Muddy Creek Wastewater System. The Sewer Use Ordinance also establishes the following authorities:
 - a) Requires existing non-domestic users to develop a compliance schedule for the installation of technology necessary to meet current pretreatment standards and to submit self-monitoring reports.
 - b) Gives the staff of **WSACC** the authority to carry out inspections, surveillances and monitoring procedures necessary to determine compliance. This shall include the right to enter a non-domestic user's premises to examine records of monitoring activities.
 - c) Allows **WSACC** to seek injunctive relief for noncompliance and to seek and assess civil penalties for noncompliance.
 - d) Gives **WSACC** the authority to halt or prevent any discharges that present or are likely to present an imminent or substantial endangerment to the health or welfare of any person or the environment, or that threaten to interfere with the operations of the **TREATMENT PLANTS**, or cause violation of **WSACC's** permits.
 - e) Items (a) through (d) above shall not be interpreted as exclusive and, shall not be interpreted as preventing or restricting the **JURISDICTION** from exercising the same rights, privileges, and/or immunities pursuant to the **JURISDICTION's** Sewer Use Ordinance.
- 4) The **JURISDICTION** agrees to adopt a Sewer Use Ordinance that parallels the Sewer Use Ordinance adopted by **WSACC**, which is consistent with state and federal regulations. The **JURISDICTION's** Sewer Use Ordinance shall be amended as necessary to ensure that all the requirements of the **JURISDICTION's** Sewer Use Ordinance are as stringent as the requirements of **WSACC's** Sewer Use Ordinance.
- 5) The **JURISDICTION** agrees to require, by its Sewer Use Ordinance, that all non-domestic dischargers, existing and future, file an Industrial Discharge Permit Application/Survey directly with **WSACC** and to comply with all other provisions of **WSACC's** Sewer Use Ordinance.
- 6) **WSACC** will deliver a copy of the draft Industrial Discharge Permit to the **JURISDICTION** for review and approval. Comments must be received by **WSACC** within fourteen (14) days from the date the draft Industrial Discharge Permit was received by the **JURISDICTION**. If the **JURISDICTION** does not provide comments to **WSACC** within the 14-day period, the **JURISDICTION** is deemed to have no comments and the permit shall be sent to the industrial user and the State for approval as

drafted. Any changes requested or required by the **JURISDICTION** must be justified by the **JURISDICTION**. If the **JURISDICTION** needs to impose any special conditions upon a specific discharger, such as the requirement to equalize flow to protect sewer lines, the **JURISDICTION** must notify the discharger and **WSACC**. **WSACC** shall include these special conditions in the permit.

- 7) Both the **JURISDICTION** and **WSACC** agree to uphold the permit limitations or conditions imposed upon a non-domestic discharger by either or both.
- 8) **WSACC** agrees to provide the **JURISDICTION** with copies of all permits and copies of all correspondence with non-domestic dischargers connected to the **JURISDICTION**'s wastewater collection system.
- 9) To the extent the **JURISDICTION** possesses such records, the **JURISDICTION** agrees to provide **WSACC**, upon request, any and all records relating to water use and wastewater discharges by non-domestic user(s) for the purpose of validation of monitoring records and compliance with pretreatment standards and requirements. The **JURISDICTION** and **WSACC** shall have the right to require the installation of a flow meter on wastewater services for wastewater volume determination pursuant to existing policies and procedures.
- 10) The **JURISDICTION** agrees to control, as provided for in the **JURISDICTION**'s Sewer Use Ordinance, connections to its wastewater collection system so that all connections meet the requirements of the **JURISDICTION**'s Sewer Use Ordinance. Procedures for approving industrial connections to the sanitary sewer system are summarized in Appendix A.
- 11) The staffs of the **JURISDICTION** and **WSACC** agree to coordinate in good faith prior to severing the power and/or water service to prevent any adverse impacts on the sanitary sewer system, the **TREATMENT PLANTS**, or the environment.

Section B - Surcharge Program

WSACC shall include in the Sewer Use Ordinance discharge limits based on the treatment plant influent design for particular constituents. Users discharging in excess of the constituent levels listed in the Sewer Use Ordinance will be subject to surcharges due and payable to **WSACC** as noted on invoices for the surcharges. Surcharges are not an exclusive remedy and may be used in conjunction with additional enforcement remedies to obtain compliance with the Sewer Use Ordinance or an applicable Industrial Discharge Permit. No discharge will be allowed which will cause **WSACC** to be in non-compliance with its permits for the **TREATMENT PLANTS**.

Section C - Compensation

- 1) **WSACC** will establish the basis for a Surcharge Rate Structure uniform throughout **WSACC**'s service area and the **JURISDICTION** and consistent with current state and

federal regulations. **WSACC** will review and update the surcharge rate as necessary to comply with the Sewer Use Ordinance and to recover all the cost incurred by the excess loadings (e.g. Surcharge Fees). Any proposed changes and modifications to the Surcharge Rate Structure will be reviewed with the **JURISDICTION** before adoption.

- 2) **WSACC** will include in and as a separate part of the Surcharge Rate Schedule Program, a Rate Schedule that shall recover the cost for administering and monitoring of the Pretreatment and Surcharge Programs (e.g. Program Fees and Sample Fees).
- 3) The Rate Schedules for the Pretreatment and Surcharge Programs, described in number 1 and 2, shall be reviewed by **WSACC** annually to insure that each non-domestic source is paying a reasonable fair share. Each non-domestic user, subject to the Pretreatment and Surcharge Programs shall be billed directly by **WSACC**. Bills are payable within twenty (20) days from the billing date.
- 4) To the extent the **JURISDICTION** possesses such records, the **JURISDICTION** agrees to provide the EHS Compliance Manager at the **TREATMENT PLANTS** with monthly water consumption and wastewater metered data by the third (3rd) day of each month for the previous month. The data will be used to calculate the monthly Surcharge Billing for each non-domestic user subject to the Pretreatment and Surcharge Programs, in accordance with **WSACC**'s Sewer Use Ordinance.

Article II

Remedies For Non-compliance

- 1) The **JURISDICTION** agrees to reimburse and hold harmless **WSACC** from all costs and damages to treatment works or disruption of treatment processes or operations, including costs for sludge disposal, which may result from any act or omission by the **JURISDICTION** not in accordance with this **AGREEMENT**.
- 2) **WSACC** and the **JURISDICTION** agree to not accept any wastewater from any source, domestic or non-domestic, whose facilities do not meet all State requirements concerning obtaining and holding a valid permit prior to construction or whose permit has been revoked by **WSACC**.
- 3) The **JURISDICTION** agrees that **WSACC** may exercise any of its enforcement options within its Sewer Use Ordinance, **WSACC**'s Enforcement Response Plan and/or the industry's permit. The **JURISDICTION** also agrees to support **WSACC** in the enforcement procedures and action(s) taken by **WSACC** to correct violations of **WSACC**'s Sewer Use Ordinance and Pretreatment Program, provided such enforcement action(s) and procedures are in accordance with **WSACC**'s Sewer Use Ordinance as may be amended.
- 4) In the event the **JURISDICTION** and/or **WSACC** fails to comply with any of the terms of this **AGREEMENT**, **WSACC** and/or the **JURISDICTION** may initiate appropriate action for damages or for specific performance for compliance with the terms hereof.

Article III

Section A - Duration of Agreement

This **AGREEMENT** is effective as of the day and year first above written and, unless amended or modified as set forth in Article III, Section B hereinafter, shall remain in effect until December 31, 2043. Action to review, renew, and/or extend this **AGREEMENT**, as written or as appropriately modified, shall require action by both respective governing bodies of **WSACC** and the **JURISDICTION** on or before December 1, 2043.

Section B - Method of Amendment/Termination of Agreement

This **AGREEMENT** may be amended or terminated only by a vote of the majority of the members of each of the respective governing boards of **WSACC** and the **JURISDICTION**.

Section C - Warranties

WSACC and the **JURISDICTION** hereby warrant and represent that:

- a) Execution of this **AGREEMENT** and full performance of its own obligations hereunder is fully authorized by law;
- b) Each has complied or will comply with all procedures necessary to render its execution of this **AGREEMENT** and the performance of its obligations hereunder as valid, legal and binding acts of **WSACC** or the **JURISDICTION**, respectively.

Section D - Miscellaneous

WSACC and the **JURISDICTION** further say that:

- a) No failure or delay in exercising any right hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any other further exercise thereof or the exercise of any other right;
- b) Except as modified by separate written agreement of **WSACC** and the **JURISDICTION** and/or termination as provided herein, this **AGREEMENT** shall be binding upon and endure to the benefit of **WSACC** and the **JURISDICTION**, and their respective successors and assigns.
- c) Either party perceived to be in violation of this **AGREEMENT** by the other shall be notified in writing of the perceived violation by the other and given ten (10) days from the receipt of such notification to cure any such violation. Said notice shall be hand-

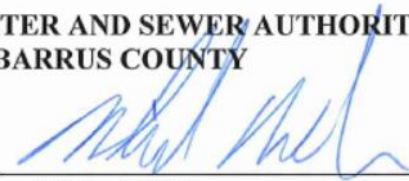
delivered to the Executive Director of **WSACC** or the Signatory Representative of the **JURISDICTION**.

- d) Neither party shall be liable to the other for violation of this **AGREEMENT** when such violation is proximately caused by force majeure whether by act of nature or person.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the **PARTIES** have executed this **AGREEMENT** in duplicate originals, following due and proper approval by their respective governing bodies in official session.

**WATER AND SEWER AUTHORITY OF
CABARRUS COUNTY**

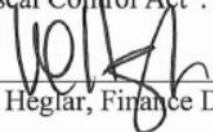
By: 
Name: Michael Wilson
Title: Executive Director

ATTEST:


Shannon Kincaid, Executive Secretary
to the Board of Directors
(Seal)



This instrument has been pre-audited in the manner required by the “Local Government Budget and Fiscal Control Act”.


Wendi Heglar, Finance Director

3/21/24
Date

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT in duplicate originals, following due and proper approval by their respective governing bodies in official session.

CABARRUS COUNTY

By: Stephen Morris
Name: Stephen Morris
Title: Chairman

ATTEST:

Lauren Linker
Clerk to the Board, Cabarrus County
(Seal)

This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act".

James Howden
James Howden, Finance Director

01/30/2024
Date

**STATE OF NORTH CAROLINA
CABARRUS COUNTY**

**INTERJURISDICTIONAL
PRETREATMENT AGREEMENT**

THIS INTERJURISDICTIONAL PRETREATMENT AGREEMENT (this “**AGREEMENT**”) made and entered into this 21st day of March, 2024, by and between the **CITY OF CONCORD**, hereinafter referred to as “**JURISDICTION**”, and the **WATER AND SEWER AUTHORITY OF CABARRUS COUNTY**, hereinafter referred to as “**WSACC**”. **JURISDICTION** and **WSACC** are collectively referred to as “**PARTIES**”.

WITNESSETH:

THAT, WHEREAS, the **PARTIES** are engaged in providing wastewater treatment and/or collection services in accordance with state and federal laws and regulations; and

WHEREAS, the **JURISDICTION** provides no wastewater treatment services; the **JURISDICTION** provides and maintains a wastewater collection system, over which the **JURISDICTION** controls the use and connections thereto; and

WHEREAS, **WSACC** provides and maintains a multi-jurisdictional wastewater collection system and treatment facilities, in accordance with the NPDES Permit Number NC0036269, NPDES Permit Number NC0081621, and Collection System Permit Number WQCS00009, which services include the treatment of wastewater within the jurisdictional area of the **JURISDICTION**; and

WHEREAS, the **JURISDICTION** and **WSACC** previously entered into an existing Interjurisdictional Pretreatment Agreement, which terminates on December 31, 2023; and

WHEREAS, **WSACC** is identified by the North Carolina Department of Environmental Quality (“**DEQ**”) and the United States Environmental Protection Agency as being responsible for the Publicly Owned Treatment Works (“**POTW**”), including the Rocky River Regional Wastewater Treatment Plant and the Muddy Creek Wastewater Treatment Plant (together, the “**TREATMENT PLANTS**”); and

WHEREAS, **WSACC** is required by the state and federal regulations to control the introduction of pollutants from non-domestic users into the **TREATMENT PLANTS** by development and implementation of a pretreatment program; and

WHEREAS, **DEQ** requires an interlocal agreement with each local jurisdiction served, for the implementation and enforcement of the pretreatment program, by **WSACC**, in accordance with 40 CFR Section 403 of the Federal Regulations.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Pretreatment and Surcharge Program Agreement
Article I

Section A - Pretreatment Program

- 12) **WSACC** agrees to provide, implement, and maintain an approved pretreatment program as required by state and federal laws and regulations for the control of non-domestic discharges, in accordance with 40 CFR Section 403 of the Federal Regulations.
- 13) As part of the pretreatment program, **WSACC's** Sewer Use Ordinance, which shall be amended as necessary to remain consistent with state and federal regulations, contains the conditions and limitations to be met by each non-domestic discharger including federal and state pretreatment standards. This program allows **WSACC** to deny or conditionally approve new or increased contribution of flow and/or pollutants and to establish requirements for existing sources.
- 14) The Sewer Use Ordinance establishes the requirements for filing an Industrial Discharge Permit Application/Survey to discharge non-domestic wastewater into the Rocky River Regional Wastewater System and Muddy Creek Wastewater System. The Sewer Use Ordinance also establishes the following authorities:
 - f) Requires existing non-domestic users to develop a compliance schedule for the installation of technology necessary to meet current pretreatment standards and to submit self-monitoring reports.
 - g) Gives the staff of **WSACC** the authority to carry out inspections, surveillances and monitoring procedures necessary to determine compliance. This shall include the right to enter a non-domestic user's premises to examine records of monitoring activities.
 - h) Allows **WSACC** to seek injunctive relief for noncompliance and to seek and assess civil penalties for noncompliance.
 - i) Gives **WSACC** the authority to halt or prevent any discharges that present or are likely to present an imminent or substantial endangerment to the health or welfare of any person or the environment, or that threaten to interfere with the operations of the **TREATMENT PLANTS**, or cause violation of **WSACC's** permits.
 - j) Items (a) through (d) above shall not be interpreted as exclusive and, shall not be interpreted as preventing or restricting the **JURISDICTION** from exercising the same rights, privileges, and/or immunities pursuant to the **JURISDICTION's** Sewer Use Ordinance.
- 15) The **JURISDICTION** agrees to adopt a Sewer Use Ordinance that parallels the Sewer Use Ordinance adopted by **WSACC**, which is consistent with state and federal regulations. The **JURISDICTION's** Sewer Use Ordinance shall be amended as necessary to ensure that all the requirements of the **JURISDICTION's** Sewer Use Ordinance are as stringent as the requirements of **WSACC's** Sewer Use Ordinance.
- 16) The **JURISDICTION** agrees to require, by its Sewer Use Ordinance, that all non-domestic dischargers, existing and future, file an Industrial Discharge Permit Application/Survey directly with **WSACC** and to comply with all other provisions of **WSACC's** Sewer Use Ordinance.

- 17) **WSACC** will deliver a copy of the draft Industrial Discharge Permit to the **JURISDICTION** for review and approval. Comments must be received by **WSACC** within fourteen (14) days from the date the draft Industrial Discharge Permit was received by the **JURISDICTION**. If the **JURISDICTION** does not provide comments to **WSACC** within the 14-day period, the **JURISDICTION** is deemed to have no comments and the permit shall be sent to the industrial user and the State for approval as drafted. Any changes requested or required by the **JURISDICTION** must be justified by the **JURISDICTION**. If the **JURISDICTION** needs to impose any special conditions upon a specific discharger, such as the requirement to equalize flow to protect sewer lines, the **JURISDICTION** must notify the discharger and **WSACC**. **WSACC** shall include these special conditions in the permit.
- 18) Both the **JURISDICTION** and **WSACC** agree to uphold the permit limitations or conditions imposed upon a non-domestic discharger by either or both.
- 19) **WSACC** agrees to provide the **JURISDICTION** with copies of all permits and copies of all correspondence with non-domestic dischargers connected to the **JURISDICTION**'s wastewater collection system.
- 20) To the extent the **JURISDICTION** possesses such records, the **JURISDICTION** agrees to provide **WSACC**, upon request, any and all records relating to water use and wastewater discharges by non-domestic user(s) for the purpose of validation of monitoring records and compliance with pretreatment standards and requirements. The **JURISDICTION** and **WSACC** shall have the right to require the installation of a flow meter on wastewater services for wastewater volume determination pursuant to existing policies and procedures.
- 21) The **JURISDICTION** agrees to control, as provided for in the **JURISDICTION**'s Sewer Use Ordinance, connections to its wastewater collection system so that all connections meet the requirements of the **JURISDICTION**'s Sewer Use Ordinance. Procedures for approving industrial connections to the sanitary sewer system are summarized in Appendix A.
- 22) The staffs of the **JURISDICTION** and **WSACC** agree to coordinate in good faith prior to severing the power and/or water service to prevent any adverse impacts on the sanitary sewer system, the **TREATMENT PLANTS**, or the environment.

Section B - Surcharge Program

WSACC shall include in the Sewer Use Ordinance discharge limits based on the treatment plant influent design for particular constituents. Users discharging in excess of the constituent levels listed in the Sewer Use Ordinance will be subject to surcharges due and payable to **WSACC** as noted on invoices for the surcharges. Surcharges are not an exclusive remedy and may be used in conjunction with additional enforcement remedies to obtain compliance with the Sewer Use Ordinance or an applicable Industrial Discharge Permit. No discharge will be allowed which will cause **WSACC** to be in non-compliance with its permits for the **TREATMENT PLANTS**.

Section C - Compensation

- 5) **WSACC** will establish the basis for a Surcharge Rate Structure uniform throughout **WSACC's** service area and the **JURISDICTION** and consistent with current state and federal regulations. **WSACC** will review and update the surcharge rate as necessary to comply with the Sewer Use Ordinance and to recover all the cost incurred by the excess loadings (e.g. Surcharge Fees). Any proposed changes and modifications to the Surcharge Rate Structure will be reviewed with the **JURISDICTION** before adoption.
- 6) **WSACC** will include in and as a separate part of the Surcharge Rate Schedule Program, a Rate Schedule that shall recover the cost for administering and monitoring of the Pretreatment and Surcharge Programs (e.g. Program Fees and Sample Fees).
- 7) The Rate Schedules for the Pretreatment and Surcharge Programs, described in number 1 and 2, shall be reviewed by **WSACC** annually to insure that each non-domestic source is paying a reasonable fair share. Each non-domestic user, subject to the Pretreatment and Surcharge Programs shall be billed directly by **WSACC**. Bills are payable within twenty (20) days from the billing date.
- 8) To the extent the **JURISDICTION** possesses such records, the **JURISDICTION** agrees to provide the EHS Compliance Manager at the **TREATMENT PLANTS** with monthly water consumption and wastewater metered data by the third (3rd) day of each month for the previous month. The data will be used to calculate the monthly Surcharge Billing for each non-domestic user subject to the Pretreatment and Surcharge Programs, in accordance with **WSACC's** Sewer Use Ordinance.

Article II

Remedies For Non-compliance

- 5) The **JURISDICTION** agrees to reimburse and hold harmless **WSACC** from all costs and damages to treatment works or disruption of treatment processes or operations, including costs for sludge disposal, which may result from any act or omission by the **JURISDICTION** not in accordance with this **AGREEMENT**.
- 6) **WSACC** and the **JURISDICTION** agree to not accept any wastewater from any source, domestic or non-domestic, whose facilities do not meet all State requirements concerning obtaining and holding a valid permit prior to construction or whose permit has been revoked by **WSACC**.
- 7) The **JURISDICTION** agrees that **WSACC** may exercise any of its enforcement options within its Sewer Use Ordinance, **WSACC's** Enforcement Response Plan and/or the industry's permit. The **JURISDICTION** also agrees to support **WSACC** in the enforcement procedures and action(s) taken by **WSACC** to correct violations of **WSACC's** Sewer Use Ordinance and Pretreatment Program, provided such enforcement action(s) and procedures are in accordance with **WSACC's** Sewer Use Ordinance as may be amended.

- 8) In the event the **JURISDICTION** and/or **WSACC** fails to comply with any of the terms of this **AGREEMENT**, **WSACC** and/or the **JURISDICTION** may initiate appropriate action for damages or for specific performance for compliance with the terms hereof.

Article III

Section A - Duration of Agreement

This **AGREEMENT** is effective as of the day and year first above written and, unless amended or modified as set forth in Article III, Section B hereinafter, shall remain in effect until December 31, 2043. Action to review, renew, and/or extend this **AGREEMENT**, as written or as appropriately modified, shall require action by both respective governing bodies of **WSACC** and the **JURISDICTION** on or before December 1, 2043.

Section B - Method of Amendment/Termination of Agreement

This **AGREEMENT** may be amended or terminated only by a vote of the majority of the members of each of the respective governing boards of **WSACC** and the **JURISDICTION**.

Section C - Warranties

WSACC and the **JURISDICTION** hereby warrant and represent that:

- c) Execution of this **AGREEMENT** and full performance of its own obligations hereunder is fully authorized by law;
- d) Each has complied or will comply with all procedures necessary to render its execution of this **AGREEMENT** and the performance of its obligations hereunder as valid, legal and binding acts of **WSACC** or the **JURISDICTION**, respectively.

Section D - Miscellaneous

WSACC and the **JURISDICTION** further say that:

- e) No failure or delay in exercising any right hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any other further exercise thereof or the exercise of any other right;
- f) Except as modified by separate written agreement of **WSACC** and the **JURISDICTION** and/or termination as provided herein, this **AGREEMENT** shall be

binding upon and endure to the benefit of **WSACC** and the **JURISDICTION**, and their respective successors and assigns.

- g) Either party perceived to be in violation of this **AGREEMENT** by the other shall be notified in writing of the perceived violation by the other and given ten (10) days from the receipt of such notification to cure any such violation. Said notice shall be hand-delivered to the Executive Director of **WSACC** or the Signatory Representative of the **JURISDICTION**.
- h) Neither party shall be liable to the other for violation of this **AGREEMENT** when such violation is proximately caused by force majeure whether by act of nature or person.

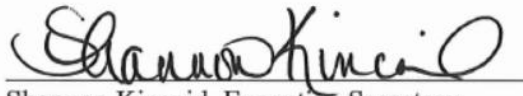
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT in duplicate originals, following due and proper approval by their respective governing bodies in official session.

**WATER AND SEWER AUTHORITY OF
CABARRUS COUNTY**

By: 
Name: Michael Wilson
Title: Executive Director

ATTEST:


Shannon Kincaid, Executive Secretary
to the Board of Directors
(Seal)



This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act".


Wendi Heglar, Finance Director

3/21/24
Date

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT in duplicate originals, following due and proper approval by their respective governing bodies in official session.

CITY OF CONCORD

By: [Signature]
Name: Lloyd Wm. Pappas, Jr.
Title: City Manager

ATTEST:

[Signature]
Kim S. Deason, City Clerk
(Seal)



This instrument has been pre-audited and approved as required by the "Local Government Budget and Fiscal Control Act".

[Signature]
Finance Director, Jessica Jones

January 29, 2024
Date

**STATE OF NORTH CAROLINA
CABARRUS COUNTY**

**INTERJURISDICTIONAL
PRETREATMENT AGREEMENT**

THIS INTERJURISDICTIONAL PRETREATMENT AGREEMENT (this “**AGREEMENT**”) made and entered into this 21st day of March, 2024, by and between the **CITY OF HARRISBURG**, hereinafter referred to as “**JURISDICTION**”, and the **WATER AND SEWER AUTHORITY OF CABARRUS COUNTY**, hereinafter referred to as “**WSACC**”. **JURISDICTION** and **WSACC** are collectively referred to as “**PARTIES**”.

WITNESSETH:

THAT, WHEREAS, the **PARTIES** are engaged in providing wastewater treatment and/or collection services in accordance with state and federal laws and regulations; and

WHEREAS, the **JURISDICTION** provides no wastewater treatment services; the **JURISDICTION** provides and maintains a wastewater collection system, over which the **JURISDICTION** controls the use and connections thereto; and

WHEREAS, **WSACC** provides and maintains a multi-jurisdictional wastewater collection system and treatment facilities, in accordance with the NPDES Permit Number NC0036269, NPDES Permit Number NC0081621, and Collection System Permit Number WQCS00009, which services include the treatment of wastewater within the jurisdictional area of the **JURISDICTION**; and

WHEREAS, the **JURISDICTION** and **WSACC** previously entered into an existing Interjurisdictional Pretreatment Agreement, which terminates on December 31, 2023; and

WHEREAS, **WSACC** is identified by the North Carolina Department of Environmental Quality (“**DEQ**”) and the United States Environmental Protection Agency as being responsible for the Publicly Owned Treatment Works (“**POTW**”), including the Rocky River Regional Wastewater Treatment Plant and the Muddy Creek Wastewater Treatment Plant (together, the “**TREATMENT PLANTS**”); and

WHEREAS, **WSACC** is required by the state and federal regulations to control the introduction of pollutants from non-domestic users into the **TREATMENT PLANTS** by development and implementation of a pretreatment program; and

WHEREAS, **DEQ** requires an interlocal agreement with each local jurisdiction served, for the implementation and enforcement of the pretreatment program, by **WSACC**, in accordance with 40 CFR Section 403 of the Federal Regulations.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Pretreatment and Surcharge Program Agreement
Article I

Section A - Pretreatment Program

- 23) **WSACC** agrees to provide, implement, and maintain an approved pretreatment program as required by state and federal laws and regulations for the control of non-domestic discharges, in accordance with 40 CFR Section 403 of the Federal Regulations.
- 24) As part of the pretreatment program, **WSACC's** Sewer Use Ordinance, which shall be amended as necessary to remain consistent with state and federal regulations, contains the conditions and limitations to be met by each non-domestic discharger including federal and state pretreatment standards. This program allows **WSACC** to deny or conditionally approve new or increased contribution of flow and/or pollutants and to establish requirements for existing sources.
- 25) The Sewer Use Ordinance establishes the requirements for filing an Industrial Discharge Permit Application/Survey to discharge non-domestic wastewater into the Rocky River Regional Wastewater System and Muddy Creek Wastewater System. The Sewer Use Ordinance also establishes the following authorities:
- k) Requires existing non-domestic users to develop a compliance schedule for the installation of technology necessary to meet current pretreatment standards and to submit self-monitoring reports.
 - l) Gives the staff of **WSACC** the authority to carry out inspections, surveillances and monitoring procedures necessary to determine compliance. This shall include the right to enter a non-domestic user's premises to examine records of monitoring activities.
 - m) Allows **WSACC** to seek injunctive relief for noncompliance and to seek and assess civil penalties for noncompliance.
 - n) Gives **WSACC** the authority to halt or prevent any discharges that present or are likely to present an imminent or substantial endangerment to the health or welfare of any person or the environment, or that threaten to interfere with the operations of the **TREATMENT PLANTS**, or cause violation of **WSACC's** permits.
 - o) Items (a) through (d) above shall not be interpreted as exclusive and, shall not be interpreted as preventing or restricting the **JURISDICTION** from exercising the same rights, privileges, and/or immunities pursuant to the **JURISDICTION's** Sewer Use Ordinance.
- 26) The **JURISDICTION** agrees to adopt a Sewer Use Ordinance that parallels the Sewer Use Ordinance adopted by **WSACC**, which is consistent with state and federal regulations. The **JURISDICTION's** Sewer Use Ordinance shall be amended as necessary to ensure that all the requirements of the **JURISDICTION's** Sewer Use Ordinance are as stringent as the requirements of **WSACC's** Sewer Use Ordinance.
- 27) The **JURISDICTION** agrees to require, by its Sewer Use Ordinance, that all non-domestic dischargers, existing and future, file an Industrial Discharge Permit Application/Survey directly with **WSACC** and to comply with all other provisions of **WSACC's** Sewer Use Ordinance.

- 28) **WSACC** will deliver a copy of the draft Industrial Discharge Permit to the **JURISDICTION** for review and approval. Comments must be received by **WSACC** within fourteen (14) days from the date the draft Industrial Discharge Permit was received by the **JURISDICTION**. If the **JURISDICTION** does not provide comments to **WSACC** within the 14-day period, the **JURISDICTION** is deemed to have no comments and the permit shall be sent to the industrial user and the State for approval as drafted. Any changes requested or required by the **JURISDICTION** must be justified by the **JURISDICTION**. If the **JURISDICTION** needs to impose any special conditions upon a specific discharger, such as the requirement to equalize flow to protect sewer lines, the **JURISDICTION** must notify the discharger and **WSACC**. **WSACC** shall include these special conditions in the permit.
- 29) Both the **JURISDICTION** and **WSACC** agree to uphold the permit limitations or conditions imposed upon a non-domestic discharger by either or both.
- 30) **WSACC** agrees to provide the **JURISDICTION** with copies of all permits and copies of all correspondence with non-domestic dischargers connected to the **JURISDICTION**'s wastewater collection system.
- 31) To the extent the **JURISDICTION** possesses such records, the **JURISDICTION** agrees to provide **WSACC**, upon request, any and all records relating to water use and wastewater discharges by non-domestic user(s) for the purpose of validation of monitoring records and compliance with pretreatment standards and requirements. The **JURISDICTION** and **WSACC** shall have the right to require the installation of a flow meter on wastewater services for wastewater volume determination pursuant to existing policies and procedures.
- 32) The **JURISDICTION** agrees to control, as provided for in the **JURISDICTION**'s Sewer Use Ordinance, connections to its wastewater collection system so that all connections meet the requirements of the **JURISDICTION**'s Sewer Use Ordinance. Procedures for approving industrial connections to the sanitary sewer system are summarized in Appendix A.
- 33) The staffs of the **JURISDICTION** and **WSACC** agree to coordinate in good faith prior to severing the power and/or water service to prevent any adverse impacts on the sanitary sewer system, the **TREATMENT PLANTS**, or the environment.

Section B - Surcharge Program

WSACC shall include in the Sewer Use Ordinance discharge limits based on the treatment plant influent design for particular constituents. Users discharging in excess of the constituent levels listed in the Sewer Use Ordinance will be subject to surcharges due and payable to **WSACC** as noted on invoices for the surcharges. Surcharges are not an exclusive remedy and may be used in conjunction with additional enforcement remedies to obtain compliance with the Sewer Use Ordinance or an applicable Industrial Discharge Permit. No discharge will be allowed which will cause **WSACC** to be in non-compliance with its permits for the **TREATMENT PLANTS**.

Section C - Compensation

- 9) **WSACC** will establish the basis for a Surcharge Rate Structure uniform throughout **WSACC's** service area and the **JURISDICTION** and consistent with current state and federal regulations. **WSACC** will review and update the surcharge rate as necessary to comply with the Sewer Use Ordinance and to recover all the cost incurred by the excess loadings (e.g. Surcharge Fees). Any proposed changes and modifications to the Surcharge Rate Structure will be reviewed with the **JURISDICTION** before adoption.
- 10) **WSACC** will include in and as a separate part of the Surcharge Rate Schedule Program, a Rate Schedule that shall recover the cost for administering and monitoring of the Pretreatment and Surcharge Programs (e.g. Program Fees and Sample Fees).
- 11) The Rate Schedules for the Pretreatment and Surcharge Programs, described in number 1 and 2, shall be reviewed by **WSACC** annually to insure that each non-domestic source is paying a reasonable fair share. Each non-domestic user, subject to the Pretreatment and Surcharge Programs shall be billed directly by **WSACC**. Bills are payable within twenty (20) days from the billing date.
- 12) To the extent the **JURISDICTION** possesses such records, the **JURISDICTION** agrees to provide the EHS Compliance Manager at the **TREATMENT PLANTS** with monthly water consumption and wastewater metered data by the third (3rd) day of each month for the previous month. The data will be used to calculate the monthly Surcharge Billing for each non-domestic user subject to the Pretreatment and Surcharge Programs, in accordance with **WSACC's** Sewer Use Ordinance.

Article II

Remedies For Non-compliance

- 9) The **JURISDICTION** agrees to reimburse and hold harmless **WSACC** from all costs and damages to treatment works or disruption of treatment processes or operations, including costs for sludge disposal, which may result from any act or omission by the **JURISDICTION** not in accordance with this **AGREEMENT**.
- 10) **WSACC** and the **JURISDICTION** agree to not accept any wastewater from any source, domestic or non-domestic, whose facilities do not meet all State requirements concerning obtaining and holding a valid permit prior to construction or whose permit has been revoked by **WSACC**.
- 11) The **JURISDICTION** agrees that **WSACC** may exercise any of its enforcement options within its Sewer Use Ordinance, **WSACC's** Enforcement Response Plan and/or the industry's permit. The **JURISDICTION** also agrees to support **WSACC** in the enforcement procedures and action(s) taken by **WSACC** to correct violations of **WSACC's** Sewer Use Ordinance and Pretreatment Program, provided such enforcement action(s) and procedures are in accordance with **WSACC's** Sewer Use Ordinance as may be amended.

- 12) In the event the **JURISDICTION** and/or **WSACC** fails to comply with any of the terms of this **AGREEMENT**, **WSACC** and/or the **JURISDICTION** may initiate appropriate action for damages or for specific performance for compliance with the terms hereof.

Article III

Section A - Duration of Agreement

This **AGREEMENT** is effective as of the day and year first above written and, unless amended or modified as set forth in Article III, Section B hereinafter, shall remain in effect until December 31, 2043. Action to review, renew, and/or extend this **AGREEMENT**, as written or as appropriately modified, shall require action by both respective governing bodies of **WSACC** and the **JURISDICTION** on or before December 1, 2043.

Section B - Method of Amendment/Termination of Agreement

This **AGREEMENT** may be amended or terminated only by a vote of the majority of the members of each of the respective governing boards of **WSACC** and the **JURISDICTION**.

Section C - Warranties

WSACC and the **JURISDICTION** hereby warrant and represent that:

- e) Execution of this **AGREEMENT** and full performance of its own obligations hereunder is fully authorized by law;
- f) Each has complied or will comply with all procedures necessary to render its execution of this **AGREEMENT** and the performance of its obligations hereunder as valid, legal and binding acts of **WSACC** or the **JURISDICTION**, respectively.

Section D - Miscellaneous

WSACC and the **JURISDICTION** further say that:

- i) No failure or delay in exercising any right hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any other further exercise thereof or the exercise of any other right;
- j) Except as modified by separate written agreement of **WSACC** and the **JURISDICTION** and/or termination as provided herein, this **AGREEMENT** shall be

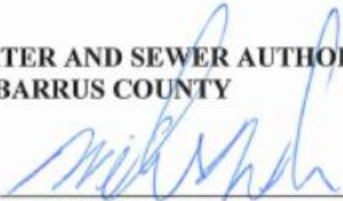
binding upon and endure to the benefit of **WSACC** and the **JURISDICTION**, and their respective successors and assigns.

- k) Either party perceived to be in violation of this **AGREEMENT** by the other shall be notified in writing of the perceived violation by the other and given ten (10) days from the receipt of such notification to cure any such violation. Said notice shall be hand-delivered to the Executive Director of **WSACC** or the Signatory Representative of the **JURISDICTION**.
- l) Neither party shall be liable to the other for violation of this **AGREEMENT** when such violation is proximately caused by force majeure whether by act of nature or person.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT in duplicate originals, following due and proper approval by their respective governing bodies in official session.

**WATER AND SEWER AUTHORITY OF
CABARRUS COUNTY**

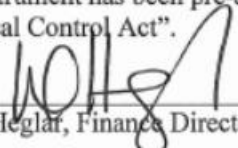
By: 
Name: Michael Wilson
Title: Executive Director

ATTEST:


Shannon Kincaid, Executive Secretary
to the Board of Directors
(Seal)




This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act".


Wendi Heglar, Finance Director

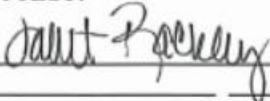
3/21/24
Date

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT in duplicate originals, following due and proper approval by their respective governing bodies in official session.

TOWN OF HARRISBURG


By: 
Robert Donham, P.E.
Town Manager

ATTEST:


Janet Rackley, Town Clerk
(Seal)



This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act".


Brian Lee, Finance Director

2.13.2024
Date

400-600-55310

**STATE OF NORTH CAROLINA
CABARRUS COUNTY**

**INTERJURISDICTIONAL
PRETREATMENT AGREEMENT**

THIS INTERJURISDICTIONAL PRETREATMENT AGREEMENT (this “**AGREEMENT**”) made and entered into this 21st day of March, 2024, by and between the **CITY OF KANNAPOLIS**, hereinafter referred to as “**JURISDICTION**”, and the **WATER AND SEWER AUTHORITY OF CABARRUS COUNTY**, hereinafter referred to as “**WSACC**”. **JURISDICTION** and **WSACC** are collectively referred to as “**PARTIES**”.

WITNESSETH:

THAT, WHEREAS, the **PARTIES** are engaged in providing wastewater treatment and/or collection services in accordance with state and federal laws and regulations; and

WHEREAS, the **JURISDICTION** provides no wastewater treatment services; the **JURISDICTION** provides and maintains a wastewater collection system, over which the **JURISDICTION** controls the use and connections thereto; and

WHEREAS, **WSACC** provides and maintains a multi-jurisdictional wastewater collection system and treatment facilities, in accordance with the NPDES Permit Number NC0036269, NPDES Permit Number NC0081621, and Collection System Permit Number WQCS00009, which services include the treatment of wastewater within the jurisdictional area of the **JURISDICTION**; and

WHEREAS, the **JURISDICTION** and **WSACC** previously entered into an existing Interjurisdictional Pretreatment Agreement, which terminates on December 31, 2023; and

WHEREAS, **WSACC** is identified by the North Carolina Department of Environmental Quality (“**DEQ**”)and the United States Environmental Protection Agency as being responsible for the Publicly Owned Treatment Works (“**POTW**”), including the Rocky River Regional Wastewater Treatment Plant and the Muddy Creek Wastewater Treatment Plant (together, the “**TREATMENT PLANTS**”); and

WHEREAS, **WSACC** is required by the state and federal regulations to control the introduction of pollutants from non-domestic users into the **TREATMENT PLANTS** by development and implementation of a pretreatment program; and

WHEREAS, **DEQ** requires an interlocal agreement with each local jurisdiction served, for the implementation and enforcement of the pretreatment program, by **WSACC**, in accordance with 40 CFR Section 403 of the Federal Regulations.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Pretreatment and Surcharge Program Agreement
Article I

Section A - Pretreatment Program

- 34) **WSACC** agrees to provide, implement, and maintain an approved pretreatment program as required by state and federal laws and regulations for the control of non-domestic discharges, in accordance with 40 CFR Section 403 of the Federal Regulations.
- 35) As part of the pretreatment program, **WSACC's** Sewer Use Ordinance, which shall be amended as necessary to remain consistent with state and federal regulations, contains the conditions and limitations to be met by each non-domestic discharger including federal and state pretreatment standards. This program allows **WSACC** to deny or conditionally approve new or increased contribution of flow and/or pollutants and to establish requirements for existing sources.
- 36) The Sewer Use Ordinance establishes the requirements for filing an Industrial Discharge Permit Application/Survey to discharge non-domestic wastewater into the Rocky River Regional Wastewater System and Muddy Creek Wastewater System. The Sewer Use Ordinance also establishes the following authorities:
- p) Requires existing non-domestic users to develop a compliance schedule for the installation of technology necessary to meet current pretreatment standards and to submit self-monitoring reports.
 - q) Gives the staff of **WSACC** the authority to carry out inspections, surveillances and monitoring procedures necessary to determine compliance. This shall include the right to enter a non-domestic user's premises to examine records of monitoring activities.
 - r) Allows **WSACC** to seek injunctive relief for noncompliance and to seek and assess civil penalties for noncompliance.
 - s) Gives **WSACC** the authority to halt or prevent any discharges that present or are likely to present an imminent or substantial endangerment to the health or welfare of any person or the environment, or that threaten to interfere with the operations of the **TREATMENT PLANTS**, or cause violation of **WSACC's** permits.
 - t) Items (a) through (d) above shall not be interpreted as exclusive and, shall not be interpreted as preventing or restricting the **JURISDICTION** from exercising the same rights, privileges, and/or immunities pursuant to the **JURISDICTION's** Sewer Use Ordinance.
- 37) The **JURISDICTION** agrees to adopt a Sewer Use Ordinance that parallels the Sewer Use Ordinance adopted by **WSACC**, which is consistent with state and federal regulations. The **JURISDICTION's** Sewer Use Ordinance shall be amended as necessary to ensure that all the requirements of the **JURISDICTION's** Sewer Use Ordinance are as stringent as the requirements of **WSACC's** Sewer Use Ordinance.
- 38) The **JURISDICTION** agrees to require, by its Sewer Use Ordinance, that all non-domestic dischargers, existing and future, file an Industrial Discharge Permit Application/Survey directly with **WSACC** and to comply with all other provisions of **WSACC's** Sewer Use Ordinance.

- 39) **WSACC** will deliver a copy of the draft Industrial Discharge Permit to the **JURISDICTION** for review and approval. Comments must be received by **WSACC** within fourteen (14) days from the date the draft Industrial Discharge Permit was received by the **JURISDICTION**. If the **JURISDICTION** does not provide comments to **WSACC** within the 14-day period, the **JURISDICTION** is deemed to have no comments and the permit shall be sent to the industrial user and the State for approval as drafted. Any changes requested or required by the **JURISDICTION** must be justified by the **JURISDICTION**. If the **JURISDICTION** needs to impose any special conditions upon a specific discharger, such as the requirement to equalize flow to protect sewer lines, the **JURISDICTION** must notify the discharger and **WSACC**. **WSACC** shall include these special conditions in the permit.
- 40) Both the **JURISDICTION** and **WSACC** agree to uphold the permit limitations or conditions imposed upon a non-domestic discharger by either or both.
- 41) **WSACC** agrees to provide the **JURISDICTION** with copies of all permits and copies of all correspondence with non-domestic dischargers connected to the **JURISDICTION**'s wastewater collection system.
- 42) To the extent the **JURISDICTION** possesses such records, the **JURISDICTION** agrees to provide **WSACC**, upon request, any and all records relating to water use and wastewater discharges by non-domestic user(s) for the purpose of validation of monitoring records and compliance with pretreatment standards and requirements. The **JURISDICTION** and **WSACC** shall have the right to require the installation of a flow meter on wastewater services for wastewater volume determination pursuant to existing policies and procedures.
- 43) The **JURISDICTION** agrees to control, as provided for in the **JURISDICTION**'s Sewer Use Ordinance, connections to its wastewater collection system so that all connections meet the requirements of the **JURISDICTION**'s Sewer Use Ordinance. Procedures for approving industrial connections to the sanitary sewer system are summarized in Appendix A.
- 44) The staffs of the **JURISDICTION** and **WSACC** agree to coordinate in good faith prior to severing the power and/or water service to prevent any adverse impacts on the sanitary sewer system, the **TREATMENT PLANTS**, or the environment.

Section B - Surcharge Program

WSACC shall include in the Sewer Use Ordinance discharge limits based on the treatment plant influent design for particular constituents. Users discharging in excess of the constituent levels listed in the Sewer Use Ordinance will be subject to surcharges due and payable to **WSACC** as noted on invoices for the surcharges. Surcharges are not an exclusive remedy and may be used in conjunction with additional enforcement remedies to obtain compliance with the Sewer Use Ordinance or an applicable Industrial Discharge Permit. No discharge will be allowed which will cause **WSACC** to be in non-compliance with its permits for the **TREATMENT PLANTS**.

Section C - Compensation

- 13) **WSACC** will establish the basis for a Surcharge Rate Structure uniform throughout **WSACC's** service area and the **JURISDICTION** and consistent with current state and federal regulations. **WSACC** will review and update the surcharge rate as necessary to comply with the Sewer Use Ordinance and to recover all the cost incurred by the excess loadings (e.g. Surcharge Fees). Any proposed changes and modifications to the Surcharge Rate Structure will be reviewed with the **JURISDICTION** before adoption.
- 14) **WSACC** will include in and as a separate part of the Surcharge Rate Schedule Program, a Rate Schedule that shall recover the cost for administering and monitoring of the Pretreatment and Surcharge Programs (e.g. Program Fees and Sample Fees).
- 15) The Rate Schedules for the Pretreatment and Surcharge Programs, described in number 1 and 2, shall be reviewed by **WSACC** annually to insure that each non-domestic source is paying a reasonable fair share. Each non-domestic user, subject to the Pretreatment and Surcharge Programs shall be billed directly by **WSACC**. Bills are payable within twenty (20) days from the billing date.
- 16) To the extent the **JURISDICTION** possesses such records, the **JURISDICTION** agrees to provide the EHS Compliance Manager at the **TREATMENT PLANTS** with monthly water consumption and wastewater metered data by the third (3rd) day of each month for the previous month. The data will be used to calculate the monthly Surcharge Billing for each non-domestic user subject to the Pretreatment and Surcharge Programs, in accordance with **WSACC's** Sewer Use Ordinance.

Article II

Remedies For Non-compliance

- 13) The **JURISDICTION** agrees to reimburse and hold harmless **WSACC** from all costs and damages to treatment works or disruption of treatment processes or operations, including costs for sludge disposal, which may result from any act or omission by the **JURISDICTION** not in accordance with this **AGREEMENT**.
- 14) **WSACC** and the **JURISDICTION** agree to not accept any wastewater from any source, domestic or non-domestic, whose facilities do not meet all State requirements concerning obtaining and holding a valid permit prior to construction or whose permit has been revoked by **WSACC**.
- 15) The **JURISDICTION** agrees that **WSACC** may exercise any of its enforcement options within its Sewer Use Ordinance, **WSACC's** Enforcement Response Plan and/or the industry's permit. The **JURISDICTION** also agrees to support **WSACC** in the enforcement procedures and action(s) taken by **WSACC** to correct violations of **WSACC's** Sewer Use Ordinance and Pretreatment Program, provided such enforcement action(s) and procedures are in accordance with **WSACC's** Sewer Use Ordinance as may be amended.

- 16) In the event the **JURISDICTION** and/or **WSACC** fails to comply with any of the terms of this **AGREEMENT**, **WSACC** and/or the **JURISDICTION** may initiate appropriate action for damages or for specific performance for compliance with the terms hereof.

Article III

Section A - Duration of Agreement

This **AGREEMENT** is effective as of the day and year first above written and, unless amended or modified as set forth in Article III, Section B hereinafter, shall remain in effect until December 31, 2043. Action to review, renew, and/or extend this **AGREEMENT**, as written or as appropriately modified, shall require action by both respective governing bodies of **WSACC** and the **JURISDICTION** on or before December 1, 2043.

Section B - Method of Amendment/Termination of Agreement

This **AGREEMENT** may be amended or terminated only by a vote of the majority of the members of each of the respective governing boards of **WSACC** and the **JURISDICTION**.

Section C - Warranties

WSACC and the **JURISDICTION** hereby warrant and represent that:

- g) Execution of this **AGREEMENT** and full performance of its own obligations hereunder is fully authorized by law;
- h) Each has complied or will comply with all procedures necessary to render its execution of this **AGREEMENT** and the performance of its obligations hereunder as valid, legal and binding acts of **WSACC** or the **JURISDICTION**, respectively.

Section D - Miscellaneous

WSACC and the **JURISDICTION** further say that:

- m) No failure or delay in exercising any right hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any other further exercise thereof or the exercise of any other right;
- n) Except as modified by separate written agreement of **WSACC** and the **JURISDICTION** and/or termination as provided herein, this **AGREEMENT** shall be

binding upon and endure to the benefit of **WSACC** and the **JURISDICTION**, and their respective successors and assigns.

- o) Either party perceived to be in violation of this **AGREEMENT** by the other shall be notified in writing of the perceived violation by the other and given ten (10) days from the receipt of such notification to cure any such violation. Said notice shall be hand-delivered to the Executive Director of **WSACC** or the Signatory Representative of the **JURISDICTION**.

- p) Neither party shall be liable to the other for violation of this **AGREEMENT** when such violation is proximately caused by force majeure whether by act of nature or person.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT in duplicate originals, following due and proper approval by their respective governing bodies in official session.

**WATER AND SEWER AUTHORITY OF
CABARRUS COUNTY**

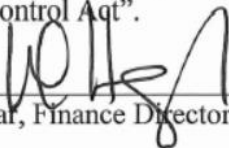
By: 
Name: Michael Wilson
Title: Executive Director

ATTEST:


Shannon Kincaid, Executive Secretary
to the Board of Directors
(Seal)




This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act".


Wendi Heglar, Finance Director

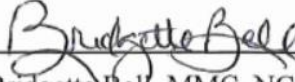
3/21/24
Date

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT in duplicate originals, following due and proper approval by their respective governing bodies in official session.

CITY OF KANNAPOLIS

By: 
Name: Michael B. Legg
Title: City Manager

ATTEST:


Bridgette Bell, MMC, NCCM
City Clerk

(SEAL)



This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act".


Brian Roberts, Finance Director

2-15-24
Date:

**STATE OF NORTH CAROLINA
CABARRUS COUNTY**

**INTERJURISDICTIONAL
PRETREATMENT AGREEMENT**

THIS INTERJURISDICTIONAL PRETREATMENT AGREEMENT (this “**AGREEMENT**”) made and entered into this 21st day of March, 2024, by and between the **TOWN OF MT. PLEASANT**, hereinafter referred to as “**JURISDICTION**”, and the **WATER AND SEWER AUTHORITY OF CABARRUS COUNTY**, hereinafter referred to as “**WSACC**”. **JURISDICTION** and **WSACC** are collectively referred to as “**PARTIES**”.

WITNESSETH:

THAT, WHEREAS, the **PARTIES** are engaged in providing wastewater treatment and/or collection services in accordance with state and federal laws and regulations; and

WHEREAS, the **JURISDICTION** provides no wastewater treatment services; the **JURISDICTION** provides and maintains a wastewater collection system, over which the **JURISDICTION** controls the use and connections thereto; and

WHEREAS, **WSACC** provides and maintains a multi-jurisdictional wastewater collection system and treatment facilities, in accordance with the NPDES Permit Number NC0036269, NPDES Permit Number NC0081621, and Collection System Permit Number WQCS00009, which services include the treatment of wastewater within the jurisdictional area of the **JURISDICTION**; and

WHEREAS, the **JURISDICTION** and **WSACC** previously entered into an existing Interjurisdictional Pretreatment Agreement, which terminates on December 31, 2023; and

WHEREAS, **WSACC** is identified by the North Carolina Department of Environmental Quality (“**DEQ**”) and the United States Environmental Protection Agency as being responsible for the Publicly Owned Treatment Works (“**POTW**”), including the Rocky River Regional Wastewater Treatment Plant and the Muddy Creek Wastewater Treatment Plant (together, the “**TREATMENT PLANTS**”); and

WHEREAS, **WSACC** is required by the state and federal regulations to control the introduction of pollutants from non-domestic users into the **TREATMENT PLANTS** by development and implementation of a pretreatment program; and

WHEREAS, **DEQ** requires an interlocal agreement with each local jurisdiction served, for the implementation and enforcement of the pretreatment program, by **WSACC**, in accordance with 40 CFR Section 403 of the Federal Regulations.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Pretreatment and Surcharge Program Agreement
Article I

Section A - Pretreatment Program

- 45) **WSACC** agrees to provide, implement, and maintain an approved pretreatment program as required by state and federal laws and regulations for the control of non-domestic discharges, in accordance with 40 CFR Section 403 of the Federal Regulations.
- 46) As part of the pretreatment program, **WSACC's** Sewer Use Ordinance, which shall be amended as necessary to remain consistent with state and federal regulations, contains the conditions and limitations to be met by each non-domestic discharger including federal and state pretreatment standards. This program allows **WSACC** to deny or conditionally approve new or increased contribution of flow and/or pollutants and to establish requirements for existing sources.
- 47) The Sewer Use Ordinance establishes the requirements for filing an Industrial Discharge Permit Application/Survey to discharge non-domestic wastewater into the Rocky River Regional Wastewater System and Muddy Creek Wastewater System. The Sewer Use Ordinance also establishes the following authorities:
- u) Requires existing non-domestic users to develop a compliance schedule for the installation of technology necessary to meet current pretreatment standards and to submit self-monitoring reports.
 - v) Gives the staff of **WSACC** the authority to carry out inspections, surveillances and monitoring procedures necessary to determine compliance. This shall include the right to enter a non-domestic user's premises to examine records of monitoring activities.
 - w) Allows **WSACC** to seek injunctive relief for noncompliance and to seek and assess civil penalties for noncompliance.
 - x) Gives **WSACC** the authority to halt or prevent any discharges that present or are likely to present an imminent or substantial endangerment to the health or welfare of any person or the environment, or that threaten to interfere with the operations of the **TREATMENT PLANTS**, or cause violation of **WSACC's** permits.
 - y) Items (a) through (d) above shall not be interpreted as exclusive and, shall not be interpreted as preventing or restricting the **JURISDICTION** from exercising the same rights, privileges, and/or immunities pursuant to the **JURISDICTION's** Sewer Use Ordinance.
- 48) The **JURISDICTION** agrees to adopt a Sewer Use Ordinance that parallels the Sewer Use Ordinance adopted by **WSACC**, which is consistent with state and federal regulations. The **JURISDICTION's** Sewer Use Ordinance shall be amended as necessary to ensure that all the requirements of the **JURISDICTION's** Sewer Use Ordinance are as stringent as the requirements of **WSACC's** Sewer Use Ordinance.
- 49) The **JURISDICTION** agrees to require, by its Sewer Use Ordinance, that all non-domestic dischargers, existing and future, file an Industrial Discharge Permit Application/Survey directly with **WSACC** and to comply with all other provisions of **WSACC's** Sewer Use Ordinance.

- 50) **WSACC** will deliver a copy of the draft Industrial Discharge Permit to the **JURISDICTION** for review and approval. Comments must be received by **WSACC** within fourteen (14) days from the date the draft Industrial Discharge Permit was received by the **JURISDICTION**. If the **JURISDICTION** does not provide comments to **WSACC** within the 14-day period, the **JURISDICTION** is deemed to have no comments and the permit shall be sent to the industrial user and the State for approval as drafted. Any changes requested or required by the **JURISDICTION** must be justified by the **JURISDICTION**. If the **JURISDICTION** needs to impose any special conditions upon a specific discharger, such as the requirement to equalize flow to protect sewer lines, the **JURISDICTION** must notify the discharger and **WSACC**. **WSACC** shall include these special conditions in the permit.
- 51) Both the **JURISDICTION** and **WSACC** agree to uphold the permit limitations or conditions imposed upon a non-domestic discharger by either or both.
- 52) **WSACC** agrees to provide the **JURISDICTION** with copies of all permits and copies of all correspondence with non-domestic dischargers connected to the **JURISDICTION**'s wastewater collection system.
- 53) To the extent the **JURISDICTION** possesses such records, the **JURISDICTION** agrees to provide **WSACC**, upon request, any and all records relating to water use and wastewater discharges by non-domestic user(s) for the purpose of validation of monitoring records and compliance with pretreatment standards and requirements. The **JURISDICTION** and **WSACC** shall have the right to require the installation of a flow meter on wastewater services for wastewater volume determination pursuant to existing policies and procedures.
- 54) The **JURISDICTION** agrees to control, as provided for in the **JURISDICTION**'s Sewer Use Ordinance, connections to its wastewater collection system so that all connections meet the requirements of the **JURISDICTION**'s Sewer Use Ordinance. Procedures for approving industrial connections to the sanitary sewer system are summarized in Appendix A.
- 55) The staffs of the **JURISDICTION** and **WSACC** agree to coordinate in good faith prior to severing the power and/or water service to prevent any adverse impacts on the sanitary sewer system, the **TREATMENT PLANTS**, or the environment.

Section B - Surcharge Program

WSACC shall include in the Sewer Use Ordinance discharge limits based on the treatment plant influent design for particular constituents. Users discharging in excess of the constituent levels listed in the Sewer Use Ordinance will be subject to surcharges due and payable to **WSACC** as noted on invoices for the surcharges. Surcharges are not an exclusive remedy and may be used in conjunction with additional enforcement remedies to obtain compliance with the Sewer Use Ordinance or an applicable Industrial Discharge Permit. No discharge will be allowed which will cause **WSACC** to be in non-compliance with its permits for the **TREATMENT PLANTS**.

Section C - Compensation

- 17) **WSACC** will establish the basis for a Surcharge Rate Structure uniform throughout **WSACC's** service area and the **JURISDICTION** and consistent with current state and federal regulations. **WSACC** will review and update the surcharge rate as necessary to comply with the Sewer Use Ordinance and to recover all the cost incurred by the excess loadings (e.g. Surcharge Fees). Any proposed changes and modifications to the Surcharge Rate Structure will be reviewed with the **JURISDICTION** before adoption.
- 18) **WSACC** will include in and as a separate part of the Surcharge Rate Schedule Program, a Rate Schedule that shall recover the cost for administering and monitoring of the Pretreatment and Surcharge Programs (e.g. Program Fees and Sample Fees).
- 19) The Rate Schedules for the Pretreatment and Surcharge Programs, described in number 1 and 2, shall be reviewed by **WSACC** annually to insure that each non-domestic source is paying a reasonable fair share. Each non-domestic user, subject to the Pretreatment and Surcharge Programs shall be billed directly by **WSACC**. Bills are payable within twenty (20) days from the billing date.
- 20) To the extent the **JURISDICTION** possesses such records, the **JURISDICTION** agrees to provide the EHS Compliance Manager at the **TREATMENT PLANTS** with monthly water consumption and wastewater metered data by the third (3rd) day of each month for the previous month. The data will be used to calculate the monthly Surcharge Billing for each non-domestic user subject to the Pretreatment and Surcharge Programs, in accordance with **WSACC's** Sewer Use Ordinance.

Article II

Remedies For Non-compliance

- 17) The **JURISDICTION** agrees to reimburse and hold harmless **WSACC** from all costs and damages to treatment works or disruption of treatment processes or operations, including costs for sludge disposal, which may result from any act or omission by the **JURISDICTION** not in accordance with this **AGREEMENT**.
- 18) **WSACC** and the **JURISDICTION** agree to not accept any wastewater from any source, domestic or non-domestic, whose facilities do not meet all State requirements concerning obtaining and holding a valid permit prior to construction or whose permit has been revoked by **WSACC**.
- 19) The **JURISDICTION** agrees that **WSACC** may exercise any of its enforcement options within its Sewer Use Ordinance, **WSACC's** Enforcement Response Plan and/or the industry's permit. The **JURISDICTION** also agrees to support **WSACC** in the enforcement procedures and action(s) taken by **WSACC** to correct violations of **WSACC's** Sewer Use Ordinance and Pretreatment Program, provided such enforcement action(s) and procedures are in accordance with **WSACC's** Sewer Use Ordinance as may be amended.

- 20) In the event the **JURISDICTION** and/or **WSACC** fails to comply with any of the terms of this **AGREEMENT**, **WSACC** and/or the **JURISDICTION** may initiate appropriate action for damages or for specific performance for compliance with the terms hereof.

Article III

Section A - Duration of Agreement

This **AGREEMENT** is effective as of the day and year first above written and, unless amended or modified as set forth in Article III, Section B hereinafter, shall remain in effect until December 31, 2043. Action to review, renew, and/or extend this **AGREEMENT**, as written or as appropriately modified, shall require action by both respective governing bodies of **WSACC** and the **JURISDICTION** on or before December 1, 2043.

Section B - Method of Amendment/Termination of Agreement

This **AGREEMENT** may be amended or terminated only by a vote of the majority of the members of each of the respective governing boards of **WSACC** and the **JURISDICTION**.

Section C - Warranties

WSACC and the **JURISDICTION** hereby warrant and represent that:

- i) Execution of this **AGREEMENT** and full performance of its own obligations hereunder is fully authorized by law;
- j) Each has complied or will comply with all procedures necessary to render its execution of this **AGREEMENT** and the performance of its obligations hereunder as valid, legal and binding acts of **WSACC** or the **JURISDICTION**, respectively.

Section D - Miscellaneous

WSACC and the **JURISDICTION** further say that:

- q) No failure or delay in exercising any right hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any other further exercise thereof or the exercise of any other right;
- r) Except as modified by separate written agreement of **WSACC** and the **JURISDICTION** and/or termination as provided herein, this **AGREEMENT** shall be

binding upon and endure to the benefit of **WSACC** and the **JURISDICTION**, and their respective successors and assigns.

- s) Either party perceived to be in violation of this **AGREEMENT** by the other shall be notified in writing of the perceived violation by the other and given ten (10) days from the receipt of such notification to cure any such violation. Said notice shall be hand-delivered to the Executive Director of **WSACC** or the Signatory Representative of the **JURISDICTION**.
- t) Neither party shall be liable to the other for violation of this **AGREEMENT** when such violation is proximately caused by force majeure whether by act of nature or person.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT in duplicate originals, following due and proper approval by their respective governing bodies in official session.

**WATER AND SEWER AUTHORITY OF
CABARRUS COUNTY**

By: 
Name: Michael Wilson
Title: Executive Director

ATTEST:


Shannon Kincaid, Executive Secretary
to the Board of Directors
(Seal)



This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act".


Wendi Heglar, Finance Director

3/21/24
Date

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT in duplicate originals, following due and proper approval by their respective governing bodies in official session.

TOWN OF MT. PLEASANT

By: Tony Lapish
Name: Tony Lapish
Title: Mayor

ATTEST:

Amy Schueneman
Town Clerk / Finance Officer
(Seal) Jan 9, 2024



This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act".

Amy Schueneman
Town Clerk / Finance Officer

1-9-24
Date

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

At 6:07 P.M., **Mr. Marshall made a motion to go into closed session - G.S.143-318.11(a)(1) - to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes; and closed session – G.S.143-318.11 (a)(3) - to consult with WSACC’s attorney in order to preserve the attorney-client privilege for consideration of and to give instructions to WSACC’s attorney concerning the handling or settlement of a claim, judicial action or administrative procedure; and closed session – G.S.143-318.11(a)(6) – to consider the qualifications, competence, performance, character, fitness, conditions or appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee. Ms. Hubbard seconded the motion and the Board approved by unanimous vote.**

At 6:28 P.M. **Mr. Hinnant made a motion to come out of closed session. Mr. Marshall seconded the motion and the Board approved by unanimous vote.**

Mr. Marshall then made a motion to adjourn. Ms. Hubbard seconded the motion and the Board approved by unanimous vote.

The Board meeting adjourned until the next Board meeting scheduled for April 18, 2024.