

WATER AND SEWER AUTHORITY OF CABARRUS COUNTY
September 19, 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, September 19, 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. Jonathan Marshall
Mr. Rob Donham	Mr. Bob Ritchie
Mr. Randy Holloway	Mr. Lynn Shue (via video conference)
Mr. Mike Legg	

Mr. Hinnant and Ms. Parsley-Hubbard were unable to attend due to prior commitments.

Also present were Mr. Chad VonCannon, Executive Director; Mr. Thomas Hahn, Engineering Director; Mr. Chris Carpenter, Wastewater Operations Director, Mr. Thomas Jakubisin, IT Manager; Ms. Wendi Heglar, Finance Director; Ms. Shannon Kincaid, Executive Secretary/Secretary to the Board; Ms. Angela Charles and Mr. Ron Hargrove, Charlotte Water; and Mr. William Isenhour, Johnston, Allison & Hord, P.A. (“JAH”).

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

ADOPTION OF THE AGENDA

Request for Adoption of the Agenda of the September 19, 2024 Board Meeting

Mr. Corley made a motion to adopt the Agenda of the September 19, 2024 Board meeting. Mr. Ritchie seconded the motion, and the Board approved by unanimous vote.

GENERAL DISCUSSION

Update from the Executive Director

Chairman Legg informed the Board that Mr. VonCannon would like to provide an Update from the Executive Director at each Board meeting going forward.

Mr. VonCannon stated that the purpose of the Update from the Executive Director is to provide the Board with updates on items that do not warrant a full agenda item or require Board action.

Mr. VonCannon then provided the following updates to the Board:

- The Nitrification Enhancement Facility (“NEF”), the new aeration basin, and the new equalization basin were brought online within the last month as part of the

Phase 3 expansion of the Rocky River Regional Wastewater Treatment Plant (“RRRWWTP”). Mr. VonCannon accredited the effort to WSACC staff and contractors from Crowder Construction.

- Mr. Jerret Smith has been hired to fill WSACC’s Maintenance Manager position.
- Reminder that WSACC’s Family Fun Day is scheduled for September 26, 2024.
- Reminder that the Ribbon Cutting Ceremony for the Phase 3 expansion of the RRRWWTP is scheduled for October 3, 2024.
- In reviewing the expenditures for the Phase 3 expansion at the RRRWWTP, Mr. VonCannon and Ms. Heglar see indications that the project will be under budget by approximately ten million dollars. A portion of the savings will be Owner Contingency while the remainder will be subject to a Shared Savings provision of sixty percent (60%) to WSACC and forty percent (40%) to Crowder Construction.

UNFINISHED BUSINESS

Request for Approval of the Minutes of August 15, 2024

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

Approval of Subgrant Contract and Addendum

Ms. Heglar stated that \$585,000 was included in the State Capital and Infrastructure Funds (“SCIF”) grant to Prime Beverage Group (“PBG”) for PBG to reduce wastewater discharge to WSACC. The SCIF grant was directed to flow through WSACC as outlined in the Subgrant Contract Between the Water and Sewer Authority of Cabarrus County and Prime Beverage Group LLC (“Subgrant Contract”), and Addendum to Subgrant Contract Between the Water and Sewer Authority of Cabarrus County (“Addendum”) that was presented to the Board in the Agenda packet.

Ms. Heglar requested approval for the Executive Director to sign the Subgrant Contract and Addendum on behalf of WSACC upon receiving from PBG all documents necessary to make the SCIF grant application.

Mr. Donham made a motion to authorize the Executive Director to sign the Subgrantee and Contract Addendum on behalf of WSACC. Mr. Holloway seconded the motion, and the Board approved by unanimous vote.

The Subgrant Contract and Addendum were approved as follows:

**SUBGRANT CONTRACT BETWEEN THE WATER AND SEWER AUTHORITY OF
CABARRUS COUNTY AND PRIME BEVERAGE GROUP, LLC**

This Subgrant Contract (hereinafter "Agreement") is hereby entered into by and between the Water and Sewer Authority of Cabarrus County ("WSACC") and Prime Beverage Group, LLC ("SUBRECIPIENT") (referred to collectively as the "Parties").

1. EFFECTIVE TERM:

The SUBRECIPIENT's performance period for this Agreement shall be effective starting November 1, 2021, through June 30, 2023. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

2. RECIPIENT'S DUTIES:

The SUBRECIPIENT proposes to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2021-180, as amended by S.L. 2021-189. The SUBRECIPIENT's scope of work as submitted to WSACC, by SUBRECIPIENT, for submission to the North Carolina Office of State Budget and Management ("OSBM"), was determined by OSBM to be consistent with language in S.L. 2021-180, as amended by S.L. 2021-189. (See Appendix A).

The SUBRECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the SUBRECIPIENT's budget. SUBRECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the OSBM.

The SUBRECIPIENT understands and acknowledges that total funding level requested under this Agreement will not exceed \$585,000 ("Funds"). The SUBRECIPIENT acknowledges it has provided the following additional documentation:

- a. Internal Revenue Service W-9 form (includes address, Tax ID)
- b. Electronic Payment Form & Supporting Document
- c. Scope of Work – Appendix A
- d. Policy addressing conflicts of interest
- e. Sworn Statement of no overdue tax debts and affirmation that SUBRECIPIENT is not listed on the State Suspension of Funding List

The SUBRECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2021-180, Section 5.2; 5.3; and 40.8 as amended by S.L. 2021-189.

The SUBRECIPIENT shall ensure:

- a. Funds are used for nonsectarian, nonreligious purposes only,
- b. no more than \$120,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization,
- c. interest earnings on funds shall be used for the same purposes for which the grant was made,
- d. submission of quarterly reports on financial and performance progress. This shall include financial and performance progress of the SUBRECIPIENT, and
- e. compliance with 9 N.C.A.C. Subchapter 3M.0205.

Pursuant to G.S 143C-6-8, the SUBRECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds.

3. WSACC'S DUTIES & PAYMENT PROVISIONS:

WSACC is subject to the following requirements:

- a. Upon execution of this Agreement and the SUBRECIPIENT's submission of documents identified in Section 2 of this Agreement, WSACC shall submit the necessary information to OSBM and work to obtain a contract disbursing the Funds to WSACC; and
- b. Upon submittal by SUBRECIPIENT of documentation and verification of purchase, installation, and functional operation of the equipment proposed in the Scope of Work and documentation that such operation maintains its wastewater discharge volume below its current Industrial User Pretreatment Permit No. 1046 Permit limit of 150,000 gallons per day for a consecutive time period of thirty (30) days, WSACC will disburse the Funds to SUBRECIPIENT on a reimbursement basis.

4. PRIME'S DUTIES:

- a. Develop quarterly financial and performance reporting documents that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 to:
 - i. Certify that funds received or held were used for the intended purpose.
 - ii. Provide an accounting for funds received, interest earned, funds expended.
 - iii. Provide activities, accomplishments, and performance measures.
 - iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
 - v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
 - vi. Have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
- b. Ensure timely submittal of all necessary financial and reporting documents in accordance with 9 N.C.A.C. Subchapter 3M.0205 by providing a copy of submittals to both OSBM and to WSACC.

5. FUNDS MANAGEMENT:

The SUBRECIPIENT agrees that funds paid through this Agreement shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the SUBRECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 4 above.
- c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Agreement shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Agreement.
- d. If eligible, the SUBRECIPIENT shall:
 - i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and
 - ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

6. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The SUBRECIPIENT agrees to submit the required quarterly report on or before the 10th day following the end of each quarter. The first report is due on or before April 10, 2022, to OSBM and WSACC. OSBM shall provide the format and method for reporting. All reports and supporting documents shall include all SUBRECIPIENT information and shall be submitted as prescribed by OSBM with copy delivered to WSACC.

SUBRECIPIENT agrees that all program activity results information reported shall be subject to review and authentication as described in Paragraph 8 and SUBRECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by OSBM or WSACC, as OSBM or WSACC executes any monitoring or internal audit responsibilities.

SUBRECIPIENT is receiving \$500,000 or more and therefore shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the OSBM and WSACC no later than nine months after the end of SUBRECIPIENT'S fiscal year. This report shall be submitted as prescribed by OSBM and a copy must be delivered to WSACC. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

7. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party or entity to another and all questions about the Agreement shall be addressed and delivered to the below identified Points of Contact. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party an OSBM.

Point of Contact and Identification Information	
WSACC Contract Administrator	OSBM Contract Administrator
Name: Michael Wilson Email: mwilson@wsacc.org Fiscal year end date: 06/30/2022 Employer/tax identification number:56-1781444 Postal Address: Street Address: Water and Sewer Authority of Cabarrus County 232 Davidson Hwy Concord, NC 28027 Phone: 704-786-1783 Fax: 704-795-1564	Providence Hakizimana NC Office of State Budget and Management 116 West Jones Street, 5 th Floor Raleigh, NC 27603 Direct Phone: 984-236-0600 Email: SCIFGrants@osbm.nc.gov
SUBRECIPIENT Contract Administrator	
Name: Email: Fiscal year end date: Employer/tax identification number:	

Postal Address:	
Street Address:	
Phone:	
Fax:	

8. MONITORING AND AUDITING:

The SUBRECIPIENT acknowledges and agrees that from and after the date of execution of this Agreement and for the later of five (5) years following its termination or the resolution of all audit exceptions, the books, records, documents and facilities of the SUBRECIPIENT are subject to being audited, inspected and monitored at any time by the OSBM or WSACC upon its request (whether in writing or otherwise). The SUBRECIPIENT further agrees to provide WSACC, OSBM staff, and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

SUBRECIPIENT agrees to cooperate in any manner necessary to provide access to information and facilities if WSACC is subject to any request, in writing or otherwise, by OSBM, the Office of State Auditor or other State Agency for information or auditing regarding the use and allocation of the Funds. Additionally SUBRECIPIENT will be responsible for and will pay and/or reimburse WSACC for all costs and expenses incurred by WSACC related to the response to any such request, in writing or otherwise, by OSBM, the Office of State Auditor or other State Agency for information or auditing regarding the use and allocation of the Funds.

The SUBRECIPIENT acknowledges and agrees that, regarding the Funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change.

9. TAXES:

The SUBRECIPIENT shall be considered to be an independent SUBRECIPIENT and as such shall be responsible for all taxes. The SUBRECIPIENT agrees to provide OSBM and WSACC with SUBRECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The SUBRECIPIENT agrees that failure to provide OSBM and WSACC with a correct taxpayer identification number authorizes OSBM to withhold any amount due and payable under this Agreement.

10. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Cabarrus County, North Carolina.

11. COMPLIANCE WITH LAW:

The SUBRECIPIENT shall remain an independent SUBRECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of its employees and

assistants. The SUBRECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with WSACC or OSBM. The SUBRECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR Part 200. The SUBRECIPIENT further acknowledges and agrees that it ensure that said cost principles are made applicable and binding upon SUBRECIPIENT its handling, use and expenditure of the Funds awarded to the SUBRECIPIENT hereunder.

12. ASSIGNABILITY AND SUBCONTRACTING:

This Agreement cannot be assigned or subcontracted.

13. INDEMNIFICATION:

SUBRECIPIENT agrees to indemnify WSACC for any claims, fines, penalties, or lost or rescinded funding source amounts based on the use, application, administration, or compliance of SUBRECIPIENT with terms and obligations regarding the Funds.

14. TERMINATION OF AGREEMENT:

This Agreement may be terminated by mutual consent upon sixty (60) days written notice to the other Party, or as otherwise provided by law. As soon as reasonably possible following termination of this Agreement, the amount of any residual unexpended portion of the Funds shall be transferred to OSBM. Indemnification and other reporting or record keeping obligations of SUBRECIPIENT as set out in this Agreement survive the termination of this Agreement.

15. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both WSACC and SUBRECIPIENT.

16. AGREEMENT CLOSE-OUT PROCESS:

The SUBRECIPIENT agrees to submit to OSBM, with copy to WSACC, a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Any unexpended portion of the Funds should be promptly returned to OSBM at this time.


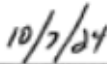
SUBRECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by OSBM, the SUBRECIPIENT will receive official notification of agreement close-out. The letter will inform the SUBRECIPIENT that OSBM is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

17. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement. **In Witness Whereof**, the WSACC and the SUBRECIPIENT have executed this Agreement in duplicate originals, with one original being retained by each Party.

WSACC:

Water and Sewer Authority of Cabarrus County

 _____  _____
Signature Date

Chad VanCannon _____ *Executive Director* _____
Printed Name Title

SUBRECIPIENT:

Prime Beverage Group, LLC

 _____ November 15th, 2022 _____
Signature Date

Bill Mulroy _____ Chief Operating Officer _____
Printed Name Title

ADDENDUM TO SUBGRANT CONTRACT BETWEEN THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY AND PRIME BEVERAGE GROUP, LLC

THIS **ADDENDUM TO SUBGRANT CONTRACT BETWEEN THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY AND PRIME BEVERAGE GROUP, LLC** (this "**Addendum**") is entered into this 3rd day of September, 2024 by and between the Water and Sewer Authority of Cabarrus County ("WSACC") and Prime Beverage Group, LLC ("Subrecipient") (referred to collectively as the "Parties").

WHEREAS, WSACC and Subrecipient previously entered into that certain Subgrant Contract Between the Water and Sewer Authority of Cabarrus County and Prime Beverage Group, LLC, ("Subgrant Contract") executed by Subrecipient on November 15, 2022, and

WHEREAS, during the time since Prime's execution of the Subgrant Contract progress toward compliance with the intent of the Subgrant Contract was delayed; and

WHEREAS, the Parties desire to amend certain provisions of the Subgrant Contract for clarification purposes pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for consideration hereby acknowledged, the Parties agree as follows:

1. **EFFECTIVE TERM.** Paragraph 1of the Subgrant Contract, , is replaced with the following:

"The Subrecipient's performance period for this Agreement shall be effective starting November 1, 2021. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below."

2. **RECIPIENT'S DUTIES.** The Parties acknowledge that the documentation referenced in the Subgrant Contract:

:

- a. Internal Revenue Service W-9 form (includes address, Tax ID)
- b. Electronic Payment Form & Supporting Document
- c. Scope of Work – Appendix A
- d. Policy addressing conflicts of interest
- e. Sworn Statement of no overdue tax debts and affirmation that SUBRECIPIENT is not listed on the State Suspension of Funding List

were not provided prior to Prime's execution of the Subgrant Contract but have now been provided to WSACC.

3. **POST-GRANT AWARD DOCUMENTATION REQUIREMENTS.** The first paragraph of Section 6 "POST-GRANT AWARD DOCUMENTATION REQUIREMENTS" section of the Subgrant Contract is replaced with the following:

“The Subrecipient agrees to submit the required quarterly reports on or before the 10th day following the end of each quarter. OSBM shall provide the format and method for reporting. All reports and supporting documents shall include all Subrecipient information and shall be submitted as prescribed by OSBM with copy delivered to WSACC.”

The remainder of the “POST-GRANT AWARD DOCUMENTATION REQUIREMENTS” section of the Subgrant Contract is unchanged.

4. **AGREEMENT ADMINISTRATORS.** The Point of Contact and Identification Information for the WSACC Contract Administrator is updated to:

Name: Wendi Heglar, CPA

Email: wheglar@wsacc.org


5. **FULL FORCE AND EFFECT: NO FURTHER AMENDMENT.** Except as specifically amended by this Addendum, the Subcontract Contract remains in full force and effect and is hereby ratified and affirmed by the parties hereto.
6. **CAPITALIZED TERMS.** Any capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Subgrant Contract.
7. **COUNTERPARTS.** This Addendum may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The delivery of an executed counterpart of this Addendum by a party or its legal counsel to the other party or its legal counsel, by electronic delivery of a scanned (*i.e.*, .PDF) version of such document, shall constitute good and valid delivery hereof for all purposes (and Parties each hereby waive any defense that it might otherwise have to the validity or enforceability of this Addendum by virtue of any such counterpart execution or any such facsimile delivery or electronic delivery).
8. **AUTHORIZED SIGNATURE WARRANTY.**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement. **In Witness Whereof**, the WSACC and the Subrecipient have executed this Agreement in duplicate originals, with one original being retained by each Party.

(SIGNATURES FOLLOW ON NEXT PAGE)

WSACC:

Water and Sewer Authority of Cabarrus County

 10/7/24

Signature Date

Chad VonCannon Executive Director

Printed Name Title

SUBRECIPIENT:

Prime Beverage Group, LLC

 09/03/2024

Signature Date

Pam Harrah, VP of Finance

Printed Name Title

RRRWWTP Phase 4 Expansion – Charlotte Water Participation Discussion

Mr. VonCannon informed the Board that Ms. Charles, Director, and Mr. Hargrove, Deputy Director of Charlotte Water (“CLTW”) were in attendance for the September 19, 2024 Board meeting.

Mr. VonCannon recapped the Board’s discussion from August 15, 2024, concerning CLTW’s participation in the Phase 4 expansion of the RRRWWTP. He advised the Board that WSACC staff had discussions with CLTW following the August 15, 2024 Board meeting. The discussions outlined the Board’s response to CLTW’s request to reduce their participation in the Phase 4 expansion of WSACC assuming financial responsibility for Charlotte Water’s share of

the Project in the amount of \$56,182,664 and WSACC would retain Charlotte Water's wastewater capacity of 1.6 million gallons per day ("MGD") from the Project; or WSACC would retain and pay for 1 MGD of wastewater capacity, while Charlotte Water would retain and pay for as contractually obligated 0.6 MGD of wastewater capacity.

Mr. VonCannon informed the Board that CLTW has made the decision that CLTW would retain and pay for, as contractually obligated, 0.6 MGD of wastewater capacity, and WSACC would retain and pay for 1 MGD of wastewater capacity. This decision would provide WSACC with 3.4 MGD and CLTW with 0.6 MGD of the 4 MGD Phase 4 expansion project.

Mr. VonCannon recommended that WSACC pay for the cost associated with 1 MGD of wastewater capacity, which is \$35,114,165 based on the current Guaranteed Maximum Price, with grant money from the North Carolina 2023 Appropriations Act (S.L. 2023-134).

Ms. Heglar stated there is no Board action required for WSACC to apply for the grant money from the North Carolina 2023 Appropriations Act (S.L. 2023-134), however future Board action will be necessary as WSACC moves through the application process.

PUBLIC COMMENTS

Chairman Legg opened the floor for public comments.

Mr. Hargrove, Deputy Director of CLTW, addressed the Board on behalf of himself and CLTW Director, Ms. Charles. He confirmed that CLTW will forgo 1 MGD of wastewater capacity associated with the Phase 4 expansion of RRRWWTP to WSACC. He expressed CLTW's appreciation of their relationship with WSACC.

Chairman Legg thanked Mr. Hargrove and Ms. Charles for attending the meeting.

Hearing no additional public comments, Chairman Legg closed the Public Comments portion of the meeting.

NEW BUSINESS

Budget Amendment for Metal Gate Coating and Repairs at Lake Don T. Howell

Ms. Heglar requested approval of the Budget Amendment for Metal Gate Coating and Repairs at Lake Don T. Howell in the amount of \$465,000.

Mr. Marshall made a motion to approve the Budget Amendment for Metal Gate Coating and Repairs at Lake Don T. Howell. Mr. Hinnant seconded the motion, and the Board approved by unanimous vote.

The budget amendment was approved as follows:

AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the Board of Directors of the Water and Sewer Authority of Cabarrus County, North Carolina did on the 18th day of April, 2024, adopt the Water and Sewer Authority Budget for the fiscal year beginning July 1, 2024, and ending on June 30, 2025; and

WHEREAS, it is appropriate to amend the accounts in the fund listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the Water and Sewer Authority of Cabarrus County, that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as shown and that the total amounts are herewith appropriated for the purposes shown.

Operating Fund

Account No.	Account Title	Amount	From	To
1031010-4990	Retained Earnings Approp.	\$465,000	\$0	\$465,000
1047120-5350	Maintenance	\$465,000	\$1,000	\$466,000

REASON:

To appropriate Retained Earnings for Metal Gate Repairs at Lake Don T. Howell.

Adopted this 19th day of September 2024.

WATER AND SEWER AUTHORITY OF
CABARRUS COUNTY, NORTH CAROLINA


Mike Legg, Chairman

ATTEST: 
Shannon Kincaid, Secretary
(Seal)



REPORTS

WSACC Construction Project Update

Mr. Hahn provided an update on WSACC’s Construction Projects. Mr. Hahn provided a Power Point presentation with pictures showing updates of the work to-date.

Highlights of the presentation included:

- Key startup activities related to the Phase 3 expansion of RRRWWTP were completed in the last month including the equalization basin, Aeration Basin 6, and the Nitrification Enhancement Facility all being brought online.
- Projected work associated with the Phase 3 expansion for the next month includes continued work at the thickened sludge pump station and gravity thickeners.

- Activities completed over the last month associated the Phase 4 expansion of RRRWWTP includes the testing of blowers, installation of pipe supports, sandblasting and coating work at the secondary clarifiers and structural work for the diversion of wastewater flow.
- Projected work associated with the Phase 4 expansion for the next month is the coating and condition assessment of the secondary clarifiers and excavation and backfilling of Equalization Basin 2.

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

CLOSED SESSION

At 5:30 P.M., **Mr. Ritchie 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)(4) - to discuss matters relating to the location or expansion of industries or other businesses in the area served by the local body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. Mr. Corley seconded the motion, and the Board approved by unanimous vote.**

At 6:08 P.M. **Mr. Marshall made a motion to come out of closed session. Mr. Ritchie seconded the motion, and the Board approved by unanimous vote.**

Mr. Marshall then informed the Board that he would be attending the October 17, 2024 meeting via video conference.

Next, at 6:08 P.M., **Mr. Ritchie made a motion to adjourn. Mr. Holloway seconded the motion, and the Board approved by unanimous vote.**

The Board meeting adjourned until the next Board meeting scheduled for October 17, 2024.