

NORTH CAROLINA

CABARRUS AND MECKLENBURG COUNTIES

**Amendment No. 10 to Water and Sewer Agreement**

A. **Introduction**

The Water and Sewer Authority of Cabarrus County (“WSACC”) and the City of Charlotte (“CITY”) entered into a Water and Sewer Agreement (as amended, “AGREEMENT”) on June 13, 1996, whereby the CITY would construct certain sanitary sewer lines along Rocky River and whereby WSACC would accept and treat wastewater discharged into those lines from the Charlotte Water Wastewater Collection System. This is Amendment No. 10 (“AMENDMENT”), which is proposed and if approved, would be executed in accordance with the provisions of Paragraph 23(f) of the AGREEMENT.

WSACC and the CITY agree that it is in the best interests of their respective citizens and sewer customers to study the necessary steps to provide additional sewer treatment capacity. Part B describes the PROJECT; Part C describes payment for the PROJECT; Part D describes project management responsibilities; and Part E describes the terms of the AMENDMENT.

B. **Rocky River Regional Wastewater Treatment Plant Phase 4 Expansion from 30 MGD to 34 MGD Project**

The future Rocky River Regional Wastewater Treatment Plant (“RRRWWTP”) Phase 4 expansion (“PROJECT”) involves increasing the capacity at the RRRWWTP from 30.0 MGD to 34.0 MGD, an increase of 4.0 MGD. The CITY desires to utilize 0.6 MGD of the total 4.0 MGD RRRWWTP expansion and therefore the CITY would be responsible for fifteen percent (15%) of the new capacity costs related to the PROJECT. The fifteen percent (15%) is calculated as follows:  $0.6 \text{ MGD} / 4.0 \text{ MGD} = 15\%$ .

Amendment No. 9 to the AGREEMENT increased the CITY’S Treatment Allocation from 6.0 MGD to 9.0 MGD. With the capacity associated with the PROJECT, the City will now be utilizing 8.0 MGD of the current 9.0 MGD Treatment Allocation. The CITY’S future maximum Treatment Allocation remains at 12.0 MGD.

The PROJECT will also include a variety of repair, replacement and refurbishment expenses (“RRR”). The CITY agrees to be responsible for twenty-three point fifty-three percent (23.53%) of the costs associated with the RRR expenses. The twenty-three point fifty-three percent (23.53%) is calculated as follows: the CITY’S desired capacity in the future planned capacity at RRRWWTP is 8.0 MGD and the future planned capacity at RRRWWTP is 34.0 MGD or  $8.0 \text{ MGD} / 34 \text{ MGD} = 23.53\%$ .

The Directors agreed to have a third party engineering firm selected by the CITY review engineering documents for the PROJECT and identify expenses associated with the expansion and those expenses associated with the RRR. The cost associated with this review was borne by the CITY. A satisfactory agreement was reached by the Directors whereby the CITY will participate in those expenses at 15% and 23.53%, respectively, as is delineated above. This results in a total combined cost share of 17.85% as shown on Table 1 attached hereto and incorporated herein by reference (the "COST SHARE ANALYSIS SUMMARY").

WSACC will continue to own and operate the expanded RRRWWTP. The CITY may participate in any future expansion of the RRRWWTP.

**C. Payment**

1. As previously indicated, WSACC and the CITY agree on the following payment terms for the PROJECT:
  - The CITY agrees to pay fifteen percent (15%) of PROJECT costs associated with the expansion from 30.0 MGD to 34.0 MGD, except as set forth below. WSACC agrees to pay for the remaining eighty-five percent (85%).
  - With respect to expenses associated with RRR, the CITY agrees to pay twenty-three-point fifty-three percent (23.53%) of the costs. WSACC agrees to pay for the remaining seventy-six point forty-seven percent (76.47%).
2. CITY will be responsible for reimbursing WSACC for the CITY's share of the costs associated with the PROJECT. WSACC will prepare invoices for the CITY, and the CITY will pay for its share of each invoice within thirty (30) days after receiving the invoice. WSACC will not invoice the CITY more frequently than monthly. Notwithstanding any of the aforementioned, CITY may elect to pay in advance, in whole or in part, the CITY's share of the costs associated with the PROJECT to WSACC. A final accounting and settlement will be conducted between WSACC and the CITY at the end of the PROJECT.
3. WSACC intends to use various sources including the issuance of revenue bonds to fund its contribution of costs associated with the PROJECT.

**D. Project Management**

WSACC, in conjunction with a representative from the CITY, has selected Crowder Construction and Brown and Caldwell (collectively, "CONSULTANTS") as the design build team for the engineering and construction of the PROJECT.

The CITY and WSACC will each have an opportunity to participate in all project management activities for which costs will be incurred for the PROJECT.

E. **Terms of the Amendment**

All of the definitions in Paragraph 2 of the AGREEMENT apply to this AMENDMENT and are incorporated herewith.

Except as expressly set forth herein, this AMENDMENT does not alter or otherwise modify any of the rights, terms, or conditions set forth in the AGREEMENT or AMENDMENTS No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, No. 7, No. 8 or No. 9, including but not limited to, the RRRWWTP, the Rocky River Interceptor, construction obligations, provision for future parallel sewers or any other provisions.

The provisions of the AMENDMENT shall apply solely to the engineering consulting services, design, and construction costs of the PROJECT, and shall not have the effect of amending the AGREEMENT, as it applies to other project costs or other financed facilities.

**[Signature Page Follows]**

This is the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF CHARLOTTE

By: \_\_\_\_\_  
Marcus D. Jones, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
City Finance Officer

This is the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WATER AND SEWER AUTHORITY OF CABARRUS COUNTY

By: \_\_\_\_\_  
Chad VonCannon, PE, Executive Director

ATTEST:

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Wendi Heglar  
WSACC Finance Officer

**TABLE 1**

**Cost Share Analysis Summary**

[to be attached]